

December 15, 2009

CLERK, U.S. BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA



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UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

In re:
ENNIS HOMES, INC.,
Debtor.

Case No. 09-10848-A-11

Chapter 11

Judge: Whitney Rimel

ENNIS HOMES, INC.,
Plaintiff,

Adv. Proc. No.

COMPLAINT FOR:

vs.

CHICAGO TITLE COMPANY, a
California Corporation, CHICAGO
TITLE INSURANCE COMPANY, a
Nebraska Corporation, and DOES 1
through 10.

1. Breach of Contract
2. Breach of Contract
2. Turnover of Property of the
Estate—11 U.S.C. § 542
3. Declaratory Relief—
11 U.S.C. §§ 362 and 541

Defendants.

Ennis Homes, Inc., debtor-in-possession in Case No. 09-10848-A-11, alleges against
Chicago Title Company, Chicago Title Insurance Company, and Does 1 through 10 the
following:

I. Jurisdiction and Venue

1. This adversary proceeding is brought under Rule 7001 of the Federal Rules of
Bankruptcy Procedure (the “Bankruptcy Rules”) and seeks recovery of property of the estate
from eight separate escrow accounts held by defendants Chicago Title Insurance Company

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1 and/or Chicago Title Company with reference to the sale of eight residential homes sold by
2 Ennis Homes, Inc.

3 2. This adversary proceeding is a “core” proceeding under 28 U.S.C. §§
4 157(b)(2)(A) and (E).

5 3. Jurisdiction in this Court is proper under 28 U.S.C. § 1334.

6 4. Venue in this Court is proper under 28 U.S.C. § 1409(a).

7 **II. Parties**

8 5. Ennis Homes, Inc. (“Debtor” or “Plaintiff”), is a California corporation that is a
9 residential construction home builder, conducting business primarily in Central California.
10 Ennis Homes commenced its Chapter 11 case by filing its Voluntary Petition under Chapter 11
11 of the Code on February 2, 2009.

12 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant
13 Chicago Title Company is now, and at all times mentioned in this Complaint was, a corporation
14 organized and existing under the laws of the State of California, having its principal place of
15 business at 2500 N. Redhill Avenue, Santa Ana, California 92705. Chicago Title Company
16 does business in Fresno County from its location at 7330 N. Palm Avenue, Suite 101, Fresno,
17 California, 93711.

18 7. Plaintiff is informed and believes, and on that basis alleges, that Defendant
19 Chicago Title Insurance Company is now, and at all times mentioned in this Complaint was, a
20 corporation organized and existing under the laws of the State of Nebraska and duly registered
21 with and authorized by the California Secretary of State to do business in California. Chicago
22 Title Insurance Company has its principal place of business in California at 2500 N. Redhill
23 Avenue, Santa Ana, California 92705. Chicago Title Insurance Company does business in
24 Fresno County from its location at 7330 N. Palm Avenue, Suite 101, Fresno, California, 93711.

25 8. Defendants Chicago Title Company and Chicago Title Insurance Company are
26 collectively referred to as “Defendants” or “Chicago Title” in this Complaint.

27 9. Plaintiff is ignorant of the true names and capacities, whether individual,
28 corporate, associate, or otherwise, of the defendants sued herein as Does 1 through 10, and

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1 therefore sues these defendants by fictitious names. Plaintiff will amend this Complaint to
2 allege their true names and capacities when ascertained. Plaintiff alleges that each of the
3 defendants designated as Doe is the recipient of property of the estate described in this
4 complaint, which is recoverable by Plaintiff. Allegations against each defendant named in this
5 Complaint are alleged against each Doe defendant.

6 10. At all times mentioned, each of the defendants was the agent, employee and/or
7 representative of each of the remaining defendants and was at all times acting within the
8 purpose and scope of that agency, employment, and/or representation, and each defendant has
9 ratified and approved the actions of the remaining defendants.

10 **III. General Allegations**

11 11. On February 2, 2009, Debtor filed a voluntary petition under Chapter 11 of the
12 Bankruptcy Code. On Schedule "B", Debtor listed as personal property a total of \$618,441.42
13 held in escrow by Defendants in connection with disputed liens on completed sales of eight
14 Debtor-constructed residential houses. The sums held by Defendants were deposited by Debtor
15 in accordance with two indemnity agreements that provided for the issuance of title insurance
16 for the eight houses in exchange for the indemnification of Defendants by Debtor for costs
17 associated with the mechanic's liens, outstanding invoices, and taxes against the properties.

18 12. On October 31, 2008, Debtor and Defendants entered into a *Special Indemnity*
19 *Agreement* (the "First Agreement") that applied to seven residential houses built by Debtor.
20 The First Agreement is attached as Exhibit "1" and incorporated here by this reference. Debtor
21 deposited \$508,879.31 into escrow with Defendants for the purpose of securing Debtor's
22 obligation to pay the amounts owed under the mechanic's liens, outstanding invoices, and
23 taxes.

24 13. The following are the affected properties under the First Agreement, along with
25 the amounts owing under mechanic's liens, the outstanding invoices for each property at the
26 time the First Agreement was entered into, and the status of the claims:

- 27 a. 523 S. Cloverleaf Street, Porterville, Tulare County, California 93257, which
28 is Lot 297 of the development known as New Expressions, Phase Five (and

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more particularly described in Exhibit "A" to Exhibit "1");

1. Amount owed under mechanic's liens: \$13,988.16;
2. Outstanding invoices: \$74,633.37 (amount includes sums claimed in mechanic's liens);
3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$1,889.52 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.

b. 580 S. Cloverleaf Street, Porterville, Tulare County, California 93257, which is Lot 290 of the development known as New Expressions Phase Five (and more particularly described in Exhibit "B" to Exhibit "1");

1. Amount owed under mechanic's liens: \$12,499.96;
2. Outstanding invoices: \$65,066.08 (amount includes sums claimed in mechanic's liens);
3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$763.75 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.

c. 935 N. Silver Maple Street, Porterville, Tulare County, California 93257, which is Lot 133 of the development known as William Ranch Phase Four (and more particularly described in Exhibit "C" to Exhibit "1");

1. Amount owed under mechanic's liens: \$21,732.89;
2. Outstanding invoices: \$87,563.47 (amount includes sums claimed in mechanic's liens);

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3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$1,919.00 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.

d. 2848 Lakeridge Court, Tulare, Tulare County, California 93274, which is Lot 19 of the development known as Shadow Wood (and more particularly described in Exhibit "D" to Exhibit "1");

1. Outstanding invoices: \$19,464.24.

e. 1211 W. Muir Way, Hanford, Kings County, California 93230, which is Lot 83 of the development known as Arbork Park (and more particularly described in Exhibit "E" to Exhibit "1");

1. Amount owed under mechanic's liens: \$10,827.10;

2. Outstanding invoices: \$5,250.48 (amount includes sums claimed in mechanic's liens).

f. 10905 Trentadue Drive, Bakersfield, Kern County, California 93312, which is Lot 48 in the development known as Eagle Ranch (and more particularly described in Exhibit "F" to Exhibit "1");

1. Amount owed under mechanic's liens: \$74,802.94;

2. Outstanding invoices: \$81,341.81 (amount includes sums claimed in mechanic's liens).

3. Debtor is informed and believes, and on that basis alleges, that the mechanic's lien in the amount of \$1,497.15 filed by Fenceworks on October 28, 2009, and reasserted on January 28, 2009 (shortly before the petition date), appears to be the only valid mechanic's lien, and may be the only valid secured claim subject to the provisions of the First Agreement.

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1 g. 1255 W. Muir Way, Hanford, Kings County, California 93230, which is Lot
2 81 of the development known as Arbor Park (and more particularly
3 described in Exhibit "G" to Exhibit "1");

- 4 1. Amount owed under mechanic's liens: \$72,657.36;
- 5 2. Outstanding invoices: \$24,306.78 (amount includes sums claimed
6 in mechanic's liens).

7 14. On December 23, 2008, Debtor and Defendants entered into a *Special Indemnity*
8 *Agreement* (the "Second Agreement") that applied to one residential house built by Debtor.
9 The Second Agreement is attached as Exhibit "2" and incorporated here by this reference.
10 Debtor deposited \$109,562.11 into escrow with Defendants for the purpose of securing
11 Debtor's obligation to pay the amounts owed under the mechanic's liens, outstanding invoices,
12 and taxes.

13 15. The following is the affected property under the Second Agreement, along with
14 the amounts owing under mechanic's liens, outstanding invoices, and property taxes for the
15 property at the time the Second Agreement was entered into:

- 16 a. 2174 W. Bel-Aire Court, Porterville, Tulare County, California 93257,
17 which is Lot 168 of the development known as Williams Ranch Phase Four
18 (and more particularly described in Exhibit "A" to Exhibit "2");
19 1. Amount owed under mechanic's liens: \$35,040.98;
20 2. Outstanding invoices: \$117,646.69 (amount includes sums claimed
21 in mechanic's liens);
22 3. Property Taxes: \$20,839.85.

23 16. Debtor is informed and believes that all of the mechanic's liens, except for the
24 above mentioned mechanic's liens of Fenceworks, have been either (1) released by a document
25 recorded with the appropriate county recording office, resulting in no amount due, or (2)
26 expired due to inaction by the claimant, resulting in unsecured claims that must be asserted by
27 the claimants in the bankruptcy case. In either case, any amounts owed are no longer subject to
28 the First Agreement and the escrow funds must be turned over to Debtor.

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1 17. Debtor is informed and believes that all of the outstanding invoices have either
2 been paid in the ordinary course of business, or are unsecured claims in the bankruptcy case. In
3 either case, those amounts are no longer subject to the First Agreement.

4 18. Debtor has repeatedly requested that Defendants release the funds held in
5 escrow under the First and Second Agreements, but Defendants have refused and continue to
6 refuse to release the Debtor's funds. There remains no valid mechanic's liens or outstanding
7 invoices preventing the release of the funds, save the possibly valid mechanic's liens of
8 Fenceworks in the total amount of \$6,069.42, which are secured claims in Debtor's bankruptcy
9 case in any event. Any and all remaining claims are unsecured claims in Debtor's bankruptcy
10 case. Thus, there remains due and owing to Debtor a total of \$618,441.42, plus interest at the
11 legal rate.

12 **IV. Claims for Relief**

13 **A. First Claim for Relief—Breach of Contract**

14 19. Debtor realleges and incorporates here by this reference paragraphs 1 through
15 18.

16 20. Defendants breached the First Agreement in that Defendants have failed to
17 release the full amount due and owing under the First Agreement despite the fact that there are
18 no longer any obligations secured by the funds held under the First Agreement and Debtor's
19 repeated requests to Defendants that the funds be released. There is now due, owing, and
20 unpaid since February 2, 2009, a balance of \$508,879.31, plus interest at the legal rate.

21 21. Debtor has performed all things necessary and required of Debtor under the First
22 Agreement, except to the extent that Debtor was excused from performing by the breaches of
23 Defendants alleged above.

24 22. Under paragraph 5 of the First Agreement, Plaintiff is entitled to payment of all
25 costs, expenses, and attorneys' fees incurred in enforcing the First Agreement against
26 Defendants.

27 23. As a result of said breaches of the First Agreement, Debtor has been damaged in
28 the sum of \$508,879.31, plus interest at the legal rate, attorneys' fees, expenses, and costs

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1 under paragraph 5 of the First Agreement, and in such additional sums as will be proven at
2 trial.

3 **B. Second Claim for Relief—Breach of Contract**

4 24. Debtor realleges and incorporates here by this reference paragraphs 1 through
5 18.

6 25. Defendants breached the Second Agreement in that Defendants have failed to
7 release the full amount due and owing under the Second Agreement despite the fact that there
8 are no longer any obligations secured by the funds held under the Second Agreement and
9 Debtor's repeated requests to Defendants that the funds be released. There is now due, owing,
10 and unpaid since February 2, 2009, a balance of \$109,562.11, plus interest at the legal rate.

11 26. Debtor has performed all things necessary and required of Debtor under the
12 Second Agreement, except to the extent that Debtor was excused from performing by the
13 breaches of Defendants alleged above.

14 27. Under paragraph 5 of the Second Agreement, Plaintiff is entitled to payment of
15 all costs, expenses, and attorneys' fees incurred in enforcing the Second Agreement against
16 Defendants.

17 28. As a result of said breaches of the Second Agreement, Debtor has been damaged
18 in the sum of \$109,562.11, plus interest at the legal rate, attorneys' fees, expenses, and costs
19 under paragraph 5 of the Second Agreement, and in such additional sums as will be proven at
20 trial.

21 **C. Third Claim for Relief—Turnover of Property of The Estate—11 U.S.C.**
22 **§ 542**

23 29. Debtor realleges and incorporates here by this reference paragraphs 1 through
24 18, 20 through 23, and 25 through 28.

25 30. The \$508,879.31 received and held by Defendants under the First Agreement,
26 and the \$109,562.11 received and held by Defendants under the Second Agreement (the total
27 sum of \$618,441.42 is collectively referred to as the "Funds"), are property of the estate and are
28 property for which Debtor may use, sell, or lease under 11 U.S.C. § 363.

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1 31. Under 11 U.S.C. § 542, Debtor is entitled to receive a judgment directing
2 Defendants to turnover the Funds, or in the alternative, an award of damages against
3 Defendants in favor of Debtor for the amount of the Funds.

4 **Fourth Claim for Relief—Declaratory Relief—11 U.S.C. §§ 362 and 541**

5 32. Debtor realleges and incorporates here by this reference paragraphs 1 through
6 18, 20 through 23, 25 through 28, and 30 through 31.

7 33. An actual controversy has arisen and now exists between Debtor and Defendants
8 regarding their respective interests in the Funds.

9 34. Defendants assert that the Funds are not property of the estate and remain
10 Defendants collateral under the First and Second Agreements.

11 35. Debtor asserts that the Funds are no longer security under the First and Second
12 Agreement, and that the Funds are property of the estate entitling Debtor to an order directing
13 Defendants to turn the Funds over to the bankruptcy estate.

14 36. Debtor desires a judicial determination of its interests in the Funds in relation to
15 the interests of Defendants. Debtor believes such a declaration is necessary and appropriate at
16 this time under all of the circumstances.

17 WHEREFORE, Debtor prays that this Court enter a judgment as follows:

18 **On the First Claim for Relief:**

19 Debtor is awarded damages in the amount of \$508,879.31, plus interest at the legal rate,
20 attorneys' fees, expenses, and costs under paragraph 5 of the First Agreement, and in such
21 additional sums as will be proven at trial.

22 **On the Second Claim for Relief:**

23 Debtor is awarded damages in the amount of \$109,562.11, plus interest at the legal rate,
24 attorneys' fees, expenses, and costs under paragraph 5 of the Second Agreement, and in such
25 additional sums as will be proven at trial.

26 **On the Third Claim for Relief:**

27 Debtor is authorized to recover the Funds from Defendants, or the fair market value of
28 the Funds.

1 **On the Fourth Claims for Relief:**

2 For a judicial determination that the Funds are property of the estate.

3 **As to All Claims for Relief:**

4 1. Plaintiff shall recover costs of suit incurred; and

5 2. Plaintiff shall have such other and further relief as the Court deems just and
6 proper.

7 Dated: December 15, 2009

8 KLEIN, DeNATALE, GOLDNER,
9 COOPER, ROSENLIB & KIMBALL, LLP

10 
11 By /s/ Terrence T. Egland

12 TERRENCE T. EGLAND, Attorneys for
13 Ennis Homes, Inc.

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Indemnity No. Order No. See Attached Exhibits Date October 31, 2008

SPECIAL INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (hereinafter referred to as this "Agreement") is executed this 31st, day of October, 2008, by ENNIS HOMES, INC. (hereinafter referred to as "INDEMNITOR") for the benefit of CHICAGO TITLE INSURANCE COMPANY, a corporation (hereinafter referred to as "COMPANY").

1. This Agreement covers any part, parcel, or subdivision of the real property (hereinafter referred to as the "Real Property") in the County of Tulare, State of California, described on **Exhibits A, B, C, D, E, F and G** attached hereto.

2. INDEMNITOR has requested the COMPANY to issue its policy(s) of title insurance insuring an interest in the Real Property without taking exception to the following matters:

Recorded mechanic's liens attached as **Exhibits A, B, C, D, E, F and G** and any subsequent recorded mechanic's liens affecting the herein-described properties, and

Outstanding invoices as per Invoices by Project by Job by Vendor list attached as **Exhibits A, B, C, D, E, F and G**.

3. INDEMNITOR (whether as owner of, part owner of, or having an interest in the Real Property or in a corporation, partnership, joint venture or other entity which is the owner of, part owner of, or has an interest in the Real Property, or otherwise) has an interest in the issuance of, and desires COMPANY from time to time to issue, policies of title insurance, or endorsements thereof, covering the Real Property or lots or portions thereof, insuring against loss which may be sustained by reason of the matters referred to in Paragraph 2, or without exception as to the matters referred to in Paragraph 2.

4. Nothing herein shall be construed as an obligation on the part of COMPANY to issue any of the policies or insurance mentioned in this Agreement. However, if COMPANY does issue any such policies or insurance or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies, then INDEMNITOR shall be deemed to have concurrently given the assurances and made the agreements herein set forth for the benefit of COMPANY.

5. In order to induce COMPANY to issue and in consideration of the issuance by COMPANY of such policies of title insurance and endorsements as it may be willing to issue,

INDEMNITOR promises and agrees to hold harmless, protect and indemnify COMPANY from and against any and all liabilities, losses, damages, expenses, charges, and fees, including but not limited to attorneys' fees and expenses of litigation, which it may sustain, under each and every policy or policies of title insurance or endorsements thereof which it may at any time issue, resulting directly or indirectly from the matters referred to in Paragraph 2, and to pay all costs, expenses and attorneys' fees incurred in enforcement of this Agreement.

6. It is understood and agreed that COMPANY may rely upon this Agreement in issuing any policy, policies or endorsements covering all or any portion of the Real Property, whether or not INDEMNITOR is the person ordering the same, regardless of any change in ownership of the title to the Real Property or any portion thereof or any change in the nature of INDEMNITOR's interest in the same; that the issuance of any such policy or policies or endorsements in the manner desired by INDEMNITOR may cause COMPANY to deem it necessary or expedient for practical business reasons to issue other policies or endorsements covering the Real Property, without showing therein, as matters not insured against, the matters referred to in Paragraph 2; and therefore the obligations of INDEMNITOR hereunder shall not be limited to policies initially issued covering the Real Property or portions thereof but shall apply also to any policy or policies of title insurance subsequently issued covering the Real Property or portions thereof; provided, however, that INDEMNITOR may, at any time, deliver written notice to COMPANY of INDEMNITOR's election to exclude from the future application of this Agreement any of the Real Property upon which COMPANY has not issued a policy or endorsement in reliance upon this Agreement. INDEMNITOR's election shall be effective on the fifth (5th) business day following receipt by COMPANY of the above-referenced notice.

7. INDEMNITOR agrees that it is directly and primarily liable to COMPANY and that the obligations of INDEMNITOR hereunder are independent of the obligations of any other indemnitor or third party owing to COMPANY. If more than one person signs this Agreement as INDEMNITOR, the obligation hereunder shall be joint and several. INDEMNITOR agrees that any release which may be given by COMPANY to any other indemnitor or third party shall not release INDEMNITOR from the payment and performance of its obligations under this Agreement.

As a condition to the payment and performance by INDEMNITOR of its obligations under this Agreement, COMPANY shall not be required to, and INDEMNITOR hereby waives any and all rights to require COMPANY to prosecute or seek to enforce any remedies against any other indemnitor or third party, or with respect to any security interests, liens or encumbrances granted to COMPANY by any other indemnitor or third party. INDEMNITOR also agrees that its obligations under this Agreement shall not be impaired or affected by any modification, supplement, or amendment to any policy, policies or endorsements issued regarding the Real Property, nor by release or other alteration of any security pledged by any other indemnitor or third party, nor by any agreements or arrangements whatsoever with any other indemnitor or third party.

8. Without affecting any of INDEMNITOR's obligations owing to COMPANY under this Agreement, INDEMNITOR hereby agrees that COMPANY may elect, in its sole and absolute

discretion, to retain legal counsel of its choice on behalf of COMPANY's Insureds in connection with any claims, disputes, demands, or actions made or arising in connection with the subject matter of this Indemnity or any policy or policies of title insurance or endorsements thereof issued covering the Real Property, and COMPANY may, in its sole and absolute discretion, settle or compromise any such claim, dispute, demand or action on such terms and in such a manner as COMPANY deems appropriate. COMPANY is under no obligation to accept INDEMNITOR's selection of counsel. At COMPANY's option it may suggest to its Insureds that counsel recommended by INDEMNITOR be retained for the defense of the Insureds. INDEMNITOR agrees to underwrite the fees, costs and expenses associated with the defense of the Insureds. Any counsel selected by the INDEMNITOR to represent COMPANY's Insureds must be acceptable to the Insureds and be independent counsel free of any conflict of interest.

9. INDEMNITOR is presently informed of the condition and status of the Real Property and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of liability of INDEMNITOR under this Agreement. INDEMNITOR hereby covenants that it will continue to keep itself informed of the condition and status of the Real Property, the status of other indemnitors, if any, and of all other circumstances which bear upon the risk of liability of INDEMNITOR under this Agreement. Absent a written request for such information by INDEMNITOR to COMPANY, INDEMNITOR hereby waives its right, if any, to require COMPANY to disclose to it any information which COMPANY may now or hereafter acquire concerning such condition or circumstances including, but not limited to, the release of or revocation by any other indemnitor.

10. INDEMNITOR hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by COMPANY, which, in any manner impairs, affects, reduces, releases, destroys and/or extinguishes INDEMNITOR's subrogation rights, reimbursement rights, and/or any other rights of INDEMNITOR to proceed against any other indemnitor or against any other third party or security. INDEMNITOR waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of default, notice of acceptance of this Agreement, and notices of the existence, creation, or issuance of any new or additional policy or policies of title insurance, and of endorsements thereof, regarding the Real Property, and all other notices or formalities to which INDEMNITOR may be entitled.

11. This Agreement shall be binding upon the successors and assigns of INDEMNITOR and shall inure to the benefit of COMPANY's successors and assigns. The death, the incapacity, the lack of authority, the disability, and/or the dissolution of INDEMNITOR or any other indemnitor shall not terminate or otherwise impair COMPANY's rights under this Agreement.

12. INDEMNITOR agrees that this agreement is not intended to give any benefits, rights, privileges, actions, or remedies to any person, partnership, firm, or corporation other than COMPANY and INDEMNITOR under any theory of law.

13. INDEMNITOR ACKNOWLEDGES THAT HE/IT IS EXECUTING THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY OR INDIRECTLY ACCRUING TO HE/IT BY REASON OF THE ISSUANCE OF THE SAID POLICIES.

In witness whereof the undersigned INDEMNITOR has executed this Agreement this 31st day of October, 2008.

"INDEMNITOR"

Ennis Homes, Inc., a California Corporation

By 

President and CEO

By 

Vice-President and Secretary

DEPOSIT ACCOUNT RIDER TO SPECIAL INDEMNITY AGREEMENT

THIS DEPOSIT ACCOUNT RIDER (this "Rider"), dated October 31, 2008, is entered into between ENNIS HOMES, INC., a California Corporation, ("INDEMNITOR"), and CHICAGO TITLE INSURANCE COMPANY, a corporation,

(hereinafter referred to as "COMPANY") and is hereby made a part of and incorporated into that certain Special Indemnity Agreement (the "Agreement"), dated October 31, 2008, between INDEMNITOR and COMPANY.

The parties agree as follows:

1. All capitalized terms contained in this Rider shall have the same definition so set forth in the Agreement unless they are specifically defined in this Rider.

2. In addition to the provisions contained in the Agreement, and as security for the payment and performance by INDEMNITOR of any and all of its obligations under the Agreement, INDEMNITOR agrees to promptly deposit or cause to be deposited as collateral with COMPANY the sum of \$ 508,879.31 and grants a security interest in the collateral (hereinafter referred to as the "Reserve"). The Reserve (including any interest received thereon) and any other sums held by COMPANY hereunder shall constitute a deposit which shall be held by COMPANY as security for the performance of any and all of the obligations of INDEMNITOR under this Agreement. INDEMNITOR hereby authorizes COMPANY, in its sole and absolute discretion, to use all or any portion or portions of the Reserve to pay or to reimburse itself for the payment of any sums which INDEMNITOR has agreed to pay or reimburse COMPANY for pursuant to the terms of the Agreement and which INDEMNITOR failed to promptly pay upon demand, or any sum which, in the discretion of COMPANY, it may be required to pay for the protection of COMPANY's insureds or itself. COMPANY is authorized to and agrees that it will promptly deposit the Reserve in a deposit account in the name of COMPANY with a financial institution selected by COMPANY in its sole and absolute discretion. INDEMNITOR hereby assigns to COMPANY the account so established and all of its rights therein, which account shall be the property of COMPANY only. COMPANY agrees, however, to hold, use and disburse said account and the funds represented thereby only under the provisions of the Agreement and this Rider.

Any interest received by COMPANY on funds so deposited shall be deemed to be included in the Reserve held by COMPANY under this Rider. COMPANY, in its sole and absolute discretion, may use or may distribute to INDEMNITOR any such interest without impairing any of the obligations of INDEMNITOR under the Agreement. COMPANY shall have no obligation to collect interest on the Reserve or to see to the payment or crediting thereof, nor any responsibility or liability for the Reserve or any interest thereon in the event of any failure or refusal or inability of the financial institution to repay the amount represented by the deposit account or any portion thereof. At such time as all obligations of INDEMNITOR under the Agreement have been fully

performed and the title to the Real Property is free of the effect of the matters referred to in Paragraph 2 of the Agreement and of any claim based thereon or resulting therefrom, and COMPANY has no unsatisfied claim against it which is indemnified against by INDEMNITOR pursuant to the Agreement, COMPANY agrees that it will repay to INDEMNITOR the amount of the Reserve and any other deposits received by COMPANY from INDEMNITOR less any sums properly expended by or owing to COMPANY under the provisions of the Agreement. COMPANY shall not be obligated to resort to the Reserve before enforcing any obligations of INDEMNITOR under the Agreement, but shall, notwithstanding its holding of the Reserve, have the right to enforce the obligations of INDEMNITOR by any lawful means without first resorting to the Reserve in the same manner and to the same extent as if no security for such obligations were held by COMPANY.

3. Any one or more of the following events shall constitute an event of default by INDEMNITOR under this Rider:

(A) If INDEMNITOR fails to pay when due and payable or on the date when declared due and payable, any of its obligations owing to COMPANY under the Agreement or this Rider; or

(B) If INDEMNITOR fails or neglects to perform, keep or observe any term, provision, condition, covenant, agreement, warranty or representation contained in the Agreement, this Rider, or any other present or future agreement between INDEMNITOR and COMPANY.

4. Upon the occurrence of an event of default by INDEMNITOR under the Agreement or this Rider, COMPANY may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by INDEMNITOR:

(A) Declare INDEMNITOR's obligations, arising under the Agreement or otherwise immediately due and payable;

(B) Cease issuing policies of title insurance covering the Real Property.

5. COMPANY's rights and remedies under this Rider and all other agreements shall be cumulative. COMPANY shall have all other rights and remedies not inconsistent herewith as are provided by law or in equity. No exercise by COMPANY of one right or remedy shall be deemed an election, and no waiver by COMPANY of any default on INDEMNITOR's part shall be deemed a continuing waiver. No delay by COMPANY shall constitute a waiver, election or acquiescence by it.

IN WITNESS WHEREOF, the parties thereto have caused this Rider to be executed as of

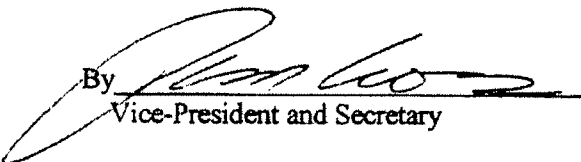
the date first hereinabove written.

‘INDEMNITOR”

Ennis Homes, Inc., a California Corporation

By 

President and CEO

By 

Vice-President and Secretary

Exhibit "A"

Escrow No. 42109271-KH – Closed on October 16, 2008

Project: NEW EXPRESSIONS

Property: Lot 297 New Expressions Phase 5

523 S. Cloverleaf Street
Porterville CA 93257

Escrow No.: 08-42109271-KH
Locate No.: CACTI7754-7754-4421-0042109271
Title No.: 08-42109271-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 297 of New Expressions Phase Five, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded May 21, 2007 in Book 42 Page 68 of Plats, Tulare County Records.

APN:

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO
Sacramento Building Products
P. O. BOX 815
WEST SACRAMENTO, CA 95691

2008-0069618

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 29.00

08:01AM 15-Oct-2008 DR
Page 1 of 4**Mechanic's Lien**The Undersigned, Sacramento Building Products Claimant, claims a mechanic's lien upon
(Name of person or firm as it appears on Mechanic's Lien)

the following described real property:

City of: DEWBA, PORTERVILLE, TULARE, VISALIA County of: TULARE, State of California anddescribed as: ENNIS HOMES - SEE ATTACHEDThe sum of: \$138,800.97 together with interest thereon at the rate of %18 percent per annum from06/19/08 is due Claimant (after deducting all just credits and offsets) for the following labor, services,equipment and/or materials furnished by Claimant: INSULATION, CABINET, FIREPLACE, GUTTER

Claimant furnished the labor, services, equipment and/or materials at the request of, or under contract with:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

The name(s) and address(es) of the owners or reputed owners of the property is/are:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

Date: 10-9-2008

Name of Claimant: Sacramento Building Products

By:

Candice Kenney, Regional Credit Manager**VERIFICATION**

I, the undersigned, declare: I am the Credit Manager of the Claimant of the foregoing mechanic's lien; I am authorized to make this Verification. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/9/08 at Sacramento, California
Candice Kenney, for Sacramento Building ProductsExhibit 1Page 20

INV #	COMMUNITY	AMOUNT DUE
PARKSIDE VILLAGE, DINUBA		
447808L	1677 EL PASO AVE, DINUBA	\$ 794.04
44674CD	1677 EL PASO AVE, DINUBA	\$ 953.81
44674CI	1677 EL PASO AVE, DINUBA	\$ 2,384.53
44674CP	1677 EL PASO AVE, DINUBA	\$ 106.62
63971BL	1503 EL PASO AVE, DINUBA	\$ 340.56
63971BT	1503 EL PASO AVE, DINUBA	\$ 613.00
63972BL	1519 EL PASO AVE, DINUBA	\$ 503.43
63972BT	1519 EL PASO AVE, DINUBA	\$ 764.87
63973BT	1504 SAN ANTONIA AVE, DINUBA	\$ 567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	\$ 374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	\$ 562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	\$ 1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA	\$ 839.99
63974B2	1564 SAN ANTONIA AVE, DINUBA	\$ 337.15
63964CP	1564 SAN ANTONIA AVE, DINUBA	\$ 842.83
67795FI	1623 EL PASO AVE, DINUBA	\$ 630.43
THE RANCH, PORTERVILLE		
47184B2	4441 WEST PROSPECT, VISALIA	\$ 454.41
47184BL	4441 WEST PROSPECT, VISALIA	\$ 757.28
45322CD	4441 WEST PROSPECT, VISALIA	\$ 1,488.52
45322CI	4441 WEST PROSPECT, VISALIA	\$ 5,954.07
45322CP	4441 WEST PROSPECT, VISALIA	\$ 2,203.24
WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	\$ 792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,211.15
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 3,290.89
65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,809.59
67045BT	966 N. RED OAK ST., PORTERVILLE	\$ 1,049.70
66635BL	2174 W. BEL AIR COURT, PORTERVILLE	\$ 721.44
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,093.33
65117CD	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,143.82
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	\$ 2,859.55
66636BL	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 634.51
66636BT	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 949.89
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 626.50
64533CI	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,856.70
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 936.05
MADISON CROSSING, VISALIA		
66178BT	2641 N. MENDONCA ST, VISALIA	\$ 865.32
63693CD	2641 N. MENDONCA ST, VISALIA	\$ 840.29
63693CI	2641 N. MENDONCA ST, VISALIA	\$ 2,100.72
63693CP	2641 N. MENDONCA ST, VISALIA	\$ 1,248.78
66178BL	2641 N. MENDONCA ST, VISALIA	\$ 567.46
62568CD	3450 W. LARK AVE, VISALIA	\$ 1,209.27
62568CI	3450 W. LARK AVE, VISALIA	\$ 2,888.80
62568CP	3450 W. LARK AVE, VISALIA	\$ 1,716.68

67042GU	3450 W. LARK AVE, VISALIA	\$	892.74
64766BL	3450 W. LARK AVE, VISALIA	\$	785.96
68177BT	3040 W. LARK AVE, VISALIA	\$	1,375.03

SILVER OAKS, VISALIA

65903BL	4013 W. BUENA VISTA AVE, VISALIA	\$	893.23
65904BL	3951 W. BUENA VISTA AVE, VISALIA	\$	781.81
63691CD	3951 W. BUENA VISTA AVE, VISALIA	\$	1,729.17
63691CI	3951 W. BUENA VISTA AVE, VISALIA	\$	2,208.70
6739CP	3951 W. BUENA VISTA AVE, VISALIA	\$	1,325.22
67392BL	4023 W. BUENA VISTA AVE, VISALIA	\$	520.03
67392BT	4023 W. BUENA VISTA AVE, VISALIA	\$	790.82
67597BL	1648 N. FULGHAM ST, VISALIA	\$	790.78
67597BT	1648 N. FULGHAM ST, VISALIA	\$	1,198.48
63692CD	4013 W. BUENA VISTA AVE, VISALIA	\$	671.92
63692CI	4013 W. BUENA VISTA AVE, VISALIA	\$	1,679.79
63692CP	4013 W. BUENA VISTA AVE, VISALIA	\$	1,007.88
64408CD	4023 W. BUENA VISTA AVE, VISALIA	\$	572.61
64408CI	4023 W. BUENA VISTA AVE, VISALIA	\$	1,431.53
65119CD	1648 N. FULGHAM ST, VISALIA	\$	1,008.98
65119CI	1648 N. FULGHAM ST, VISALIA	\$	2,786.24

COTTONWOOD, TULARE

63793CP	2379 TAHOE AVE, TULARE	\$	910.73
65754CD	2307 TUOLUMNE AVE, TULARE	\$	929.81
65754CI	2307 TUOLUMNE AVE, TULARE	\$	2,588.32
65754CP	2307 TUOLUMNE AVE, TULARE	\$	1,386.52
68248CD	3003 PLACER ST, TULARE	\$	981.85
68248CI	3003 PLACER ST, TULARE	\$	1,987.45
66790BL	2307 TUOLUMNE AVE, TULARE	\$	782.57
66790BT	2307 TUOLUMNE AVE, TULARE	\$	1,182.46
67500BL	3003 PLACER ST, TULARE	\$	774.17
67500BT	3003 PLACER ST, TULARE	\$	1,169.85

EAGLE GLEN, VISALIA

67046BT	1727 S. Casablanca St, Visalia	\$	794.28
64071CD	1727 S. Casablanca St, Visalia	\$	864.11
64071CI	1727 S. Casablanca St, Visalia	\$	1,481.42
33731CD	4325 E. Cambridge Ave, Visalia	\$	1,671.28
33731CI	4325 E. Cambridge Ave, Visalia	\$	4,445.90
33758CD	4316 E. Cambridge Ave, Visalia	\$	1,199.46
33758CI	4316 E. Cambridge Ave, Visalia	\$	3,264.35
33763CD	4317 E. Cambridge Ave, Visalia	\$	1,156.32
33763CI	4317 E. Cambridge Ave, Visalia	\$	3,093.80
33763CP	4317 E. Cambridge Ave, Visalia	\$	1,723.45
63542CD	1749 Laguna St, Visalia	\$	892.99
63542CI	1749 Laguna St, Visalia	\$	1,655.50
63542CP	1749 Laguna St, Visalia	\$	993.30
33800CD	4135 E. Hillcrest Ave, Visalia	\$	706.00
33800CI	4135 E. Hillcrest Ave, Visalia	\$	1,847.50
67047BT	4135 E. Hillcrest Ave, Visalia	\$	1,008.36

NEW EXPRESSIONS

67199BT	480 S. Cloverleaf St, Porterville	\$	728.18
67333FD	480 S. Cloverleaf St, Porterville	\$	158.77
67333FI	480 S. Cloverleaf St, Porterville	\$	636.31
67204BT	490 S. Cloverleaf St, Porterville	\$	713.70
66086BT	500 S. Cloverleaf St, Porterville	\$	733.12
66086BL	500 S. Cloverleaf St, Porterville	\$	485.45
64410CD	500 S. Cloverleaf St, Porterville	\$	455.29
64410CI	500 S. Cloverleaf St, Porterville	\$	1,138.23
64410CP	500 S. Cloverleaf St, Porterville	\$	680.61
65235BT	540 S. Cloverleaf St, Porterville	\$	737.36
65235BL	540 S. Cloverleaf St, Porterville	\$	485.45
65233BL	550 S. Cloverleaf St, Porterville	\$	485.45
63689CD	550 S. Cloverleaf St, Porterville	\$	456.40
63689CI	550 S. Cloverleaf St, Porterville	\$	1,141.00
63689CP	550 S. Cloverleaf St, Porterville	\$	676.95
65234BL	580 S. Cloverleaf St, Porterville	\$	485.45
63690CD	580 S. Cloverleaf St, Porterville	\$	455.98
63690CI	580 S. Cloverleaf St, Porterville	\$	1,139.89
63690CP	580 S. Cloverleaf St, Porterville	\$	676.95
66076BT	580 S. Cloverleaf St, Porterville	\$	796.98
66076BL	580 S. Cloverleaf St, Porterville	\$	525.67
64532CD	580 S. Cloverleaf St, Porterville	\$	575.15
64532CI	580 S. Cloverleaf St, Porterville	\$	1,437.89
64532CP	580 S. Cloverleaf St, Porterville	\$	858.49
67207BT	533 S. Cloverleaf St, Porterville	\$	713.70
66077BL	523 S. Cloverleaf St, Porterville	\$	525.67
66077BT	523 S. Cloverleaf St, Porterville	\$	796.98
67294CD	523 S. Cloverleaf St, Porterville	\$	576.57
67294CI	523 S. Cloverleaf St, Porterville	\$	1,441.42
67294CP	523 S. Cloverleaf St, Porterville	\$	858.49

SUBTOTAL	\$	138,771.97
LIEN FEES	\$	29.00
TOTAL OF LIEN-TULARE COUNTY	\$	138,800.97

2008-068707

2008-068707

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Howard S. Nevins, Esq.

Recorded	REC FEE	13.00
Official Records	CONFIRMED COPY	1.00
County of Tulare		
GREGORY B. HARRCASTLE Clerk Recorder		
08:01AM 10-Oct-2008	NS	Page 1 of 2

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Tulare, State of California, and particularly described as follows:

523 S. Cloverleaf Street (Lot 297)
Porterville, CA 93257

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.


The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,079.43, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,079.43, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.


Howard S. Nevins
Attorney for Claimant Whirlpool Corporation

\\D:\att\att\ENHPending\Whirlpool-Ennis Homes\enhp\enhp_101_297_tulare.pdf

1

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.



Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

2008-0073228

Recorded REC FEE 10.00
 Official Records
 County of Tulare CONFORMED COPY 1.00
 GREGORY B. HARGREAVE
 Clerk Recorder
 DJF
 12:33PM 31-Oct-2008 Page 1 of 1

RECORDING REQUESTED BY & MAIL TO:

NAME Fenceworks, Inc.
 STREET ADDRESS 4750 Burr Street, Suite B
 CITY, STATE & ZIP CODE Bakersfield, CA 93308

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA MECHANIC'S LIEN

(Claim of Lien)

The undersigned, Fenceworks

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Tulare, State of California, and described as follows:

"New Expressions" project, Porterville, CA523 S. Cloverleaf St. Lot: 297, Phase: 05

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED. ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 1,889.52

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 12 per cent per annum from October 22, 2008 is due
 (DATE WHEN AMOUNT OF CLAIM BECAME DUE)

claimant for the following labor, services, equipment and/or materials furnished by Claimant:

Fence Material and Labor

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.

643 N. Westwood Street, Porterville, CA 93257

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes643 N. Westwood Street, Porterville, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant FenceworksBy David Hall David Hall - Assoc. Manager

VERIFICATION

I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 30, 2008

(DATE OF SIGNATURE)

(SIGNATURE OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

David Hall - Assoc. Manager

BEFORE YOU USE THIS FORM FILL IN ALL BLANKS AND MAKE WHATEVER CHANGES ARE APPROPRIATE AND NECESSARY TO YOUR PARTICULAR TRANSACTION. CONSULT A LAWYER IF YOU DOUBT THE FORM'S FITNESS FOR YOUR PURPOSE AND USE www.TheContractorsGroup.com MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE. REV 07-03

Exhibit 1Page 26

RECORDING REQUESTED BY
BMC West Corp.
1330 N MAPLE AVE
FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:
BMC West Corp.
1330 N. Maple Ave.
Fresno, CA 93703

2008-0074091

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 18.00

06:01AM 05-Nov-2008

DJF
Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned BMC West Corp.

Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license

Claimant claims a mechanics' lien upon the following described real property:

City of Porterville, County of Tulare, California,

New Expressions LOT-5297

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]

523 S. cloverleaf

Porterville, CA

The sum of \$ 6820.08 together with interest thereon

[Amount of claim due and unpaid]

at the rate of 18 percent per annum from

01-10-08

[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant LUMBER/BUILDING MATERIALS/LABOR

[Insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with
ENNIS HOMES 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

[Insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name BMC West Corp.

By: C. Johnson

[Signature of claimant or authorized agent]

Chris Johnson

VERIFICATION

I, the undersigned, say: I am the ADMINISTRATIVE MANAGER OF

[President of, "Manager of," "A partner of," "Owner of," etc.]

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/3/08

[Date of Signature]

at FRESNO

[City Where Signed]

California.

[Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.]

Chris Johnson

All invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
012 NEW EXPANSIONS 05-297			
012-05-297 Close Date 10-16-2008			
ANCHLIGH Anchor Lighting	476.92	.00	476.92
BLANCUST Blanks Cstm Drywll & Pnt	4,250.00	.00	4,250.00
BLPAINT Bill Slatten Painting	2,366.32	.00	2,366.32
BMCWESTF BMC West Corp Frame	5,352.78	.00	5,352.78
CENTVLYO Central Valley Overhd Dr	365.00	.00	365.00
COULTERS Coulters Of Prtrvill, Inc	2,750.55	.00	2,750.55
CUSTVENT Custom Vents	122.84	.00	122.84
FENCEWOR Fenceworks Inc	1,889.52	.00	1,889.52
FREEMANC Freeman Cement	10,734.08	.00	10,734.08
FSDOOR F & S Shower Door	422.00	.00	422.00
GANGNAIL Gang Nail Truss Co Inc	2,817.97	.00	2,817.97
LINKENTE LinkUs Enterprises Inc.	2,775.00	.00	2,775.00
LOUITHOM Louis Thompson Excavatn	350.00	.00	350.00
MASTGARD Master Gardens Landscape	1,700.00	.00	1,700.00
MORTBROW Morton & Brwn Plmbng Inc	6,100.00	.00	6,100.00
NELSROOF Nelson Roofing Inc.	3,873.00	.00	3,873.00
FORCITY City Of Porterville	9,983.60	9,983.60	.00
QUALAIR Quality Air	3,514.36	.00	3,514.36
RBCCLEAN R & B Construction Clnup	2,457.96	.00	2,457.96
RES-PEST Res-Com Pest Control	156.87	.00	156.87
SACRBLDC Sacramento Bld Cabinets	2,856.00	.00	2,856.00
SACRBLDI Sacramento Bld Insulatn	1,297.50	.00	1,297.50
SCEROSE S C E	28.96	.00	28.96
SCGUTI S C G	28.24	.00	28.24
STARELEC Star Electric Inc	3,914.00	.00	3,914.00
SUMMPURT Summer Purtle	224.10	.00	224.10
TRIVALLE Tri Valley Plastrng Inc.	3,368.10	.00	3,368.10
VISACOUN Visal Cntr Top Desgn Inc	1,240.00	.00	1,240.00
VISAPIPE Visalia Pipe & Supply	853.77	.00	853.77
WHIRINC Whirlpool Inc	1,079.43	.00	1,079.43
WINDPLUS Windows Plus LLC	1,547.10	.00	1,547.10
XAVISAHA Xavier Sahagun Constrctn	5,721.00	.00	5,721.00
Job Total	84,616.97*	9,983.60*	74,633.37*
Project Total:	84,616.97*	9,983.60*	74,633.37*
Report Totals:	84,616.97*	9,983.60*	74,633.37*

Exhibit "B"

Escrow No. 42109197-KH – Closed on October 16, 2008

Project: NEW EXPRESSIONS

Property: Lot 290 New Expressions Phase 5

580 S. Cloverleaf Street
Porterville CA 93257

Exhibit 1

Page 29

Escrow No.: 08-42109197-KH
Locate No.: CACTI7754-7754-4421-0042109197
Title No.: 08-42109197-CJ

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 290 of New Expressions Phase Five, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded May 21, 2007 in Book 42 Page 68 of Plats, Tulare County Records.

APN:



2008-0069618

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO
 Sacramento Building Products
 P. O. BOX 815
 WEST SACRAMENTO, CA 95691

Recorded
 Official Records
 County of
 Tulare
 GREGORY B. HARBURST
 Clerk Recorder

REC FEE 29.00

DR
 Page 1 of 4

08:01AM 15-Oct-2008

Mechanic's Lien

The Undersigned, Sacramento Building Products Claimant, claims a mechanic's lien upon
 (Name of person or firm as it appears on Mechanic's Lien)

the following described real property:

City of: DINUBA, PORTERVILLE, TULARE, VISALIA County of: TULARE State of California and

described as: ENNIS HOMES - SEE ATTACHED

The sum of: \$ 138,898.97 together with interest thereon at the rate of %18 percent per annum from

08/19/08 is due Claimant (after deducting all just credits and offsets) for the following labor, services,

equipment and/or materials furnished by Claimant: INSULATION, CABINET, FIREPLACE, GUTTER

Claimant furnished the labor, services, equipment and/or materials at the request of, or under contract with:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

The name(s) and address(es) of the owners or reputed owners of the property is/are:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

Date: 10-9-2008

Name of Claimant: Sacramento Building Products

By:

Candice Kenney
 Candice Kenney, Regional Credit Manager

VERIFICATION

I, the undersigned, declare: I am the Credit Manager of the Claimant of the foregoing mechanic's lien; I am authorized to make this Verification. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/9/08 at Sacramento, California

Candice Kenney
 Candice Kenney, for Sacramento Building Products

Exhibit 1

Page 31

INV #	COMMUNITY	AMOUNT DUE
PARKSIDE VILLAGE, DINUBA		
44760BL	1677 EL PASO AVE, DINUBA	\$ 794.04
44674CD	1677 EL PASO AVE, DINUBA	\$ 953.81
44674CI	1677 EL PASO AVE, DINUBA	\$ 2,384.53
44674CP	1677 EL PASO AVE, DINUBA	\$ 106.62
63971BL	1503 EL PASO AVE, DINUBA	\$ 340.56
63971BT	1503 EL PASO AVE, DINUBA	\$ 613.00
63972BL	1519 EL PASO AVE, DINUBA	\$ 503.43
63972BT	1519 EL PASO AVE, DINUBA	\$ 764.87
63973BT	1504 SAN ANTONIA AVE, DINUBA	\$ 567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	\$ 374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	\$ 562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	\$ 1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA	\$ 839.99
63974B2	1564 SAN ANTONIA AVE, DINUBA	\$ 337.15
63984CP	1584 SAN ANTONIA AVE, DINUBA	\$ 842.83
67795FI	1623 EL PASO AVE, DINUBA	\$ 630.43
THE RANCH, PORTERVILLE		
47184B2	4441 WEST PROSPECT, VISALIA	\$ 454.41
47184BL	4441 WEST PROSPECT, VISALIA	\$ 757.28
45322CD	4441 WEST PROSPECT, VISALIA	\$ 1,488.52
45322CI	4441 WEST PROSPECT, VISALIA	\$ 5,954.07
45322CP	4441 WEST PROSPECT, VISALIA	\$ 2,203.24
WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	\$ 792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,211.15
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 3,290.89
65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,809.59
67045BT	986 N. RED OAK ST., PORTERVILLE	\$ 1,049.70
66635BL	2174 W. BEL AIR COURT, PORTERVILLE	\$ 721.44
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,093.33
65117CD	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,143.82
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	\$ 2,859.55
66636BL	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 634.51
66636BT	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 949.89
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 626.50
64533CI	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,856.70
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 936.05
MADISON CROSSING, VISALIA		
66178BT	2641 N. MENDONCA ST, VISALIA	\$ 865.32
63693CD	2641 N. MENDONCA ST, VISALIA	\$ 840.29
63693CI	2641 N. MENDONCA ST, VISALIA	\$ 2,100.72
63693CP	2641 N. MENDONCA ST, VISALIA	\$ 1,248.78
66178BL	2641 N. MENDONCA ST, VISALIA	\$ 567.46
62568CD	3450 W. LARK AVE, VISALIA	\$ 1,209.27
62568CI	3450 W. LARK AVE, VISALIA	\$ 2,888.80
62568CP	3450 W. LARK AVE, VISALIA	\$ 1,716.68

67042GU	3450 W. LARK AVE, VISALIA	\$ 892.74
64786BL	3450 W. LARK AVE, VISALIA	\$ 785.96
68177BT	3040 W. LARK AVE, VISALIA	\$ 1,375.03
SILVER OAKS, VISALIA		
65903BL	4013 W. BUENA VISTA AVE, VISALIA	\$ 893.23
65904BL	3951 W. BUENA VISTA AVE, VISALIA	\$ 781.81
63691CD	3951 W. BUENA VISTA AVE, VISALIA	\$ 1,729.17
63691CI	3951 W. BUENA VISTA AVE, VISALIA	\$ 2,208.70
6739CP	3951 W. BUENA VISTA AVE, VISALIA	\$ 1,325.22
67392BL	4023 W. BUENA VISTA AVE, VISALIA	\$ 520.03
67392BT	4023 W. BUENA VISTA AVE, VISALIA	\$ 790.82
67597BL	1648 N. FULGHAM ST, VISALIA	\$ 790.78
67597BT	1648 N. FULGHAM ST, VISALIA	\$ 1,198.48
63692CD	4013 W. BUENA VISTA AVE, VISALIA	\$ 671.92
63692CI	4013 W. BUENA VISTA AVE, VISALIA	\$ 1,679.79
63692CP	4013 W. BUENA VISTA AVE, VISALIA	\$ 1,007.88
64408CD	4023 W. BUENA VISTA AVE, VISALIA	\$ 572.61
64408CI	4023 W. BUENA VISTA AVE, VISALIA	\$ 1,431.53
65119CD	1648 N. FULGHAM ST, VISALIA	\$ 1,008.98
65119CI	1648 N. FULGHAM ST, VISALIA	\$ 2,786.24

COTTONWOOD, TULARE		
63793CP	2379 TAHOE AVE, TULARE	\$ 910.73
65754CD	2307 TUOLUMNE AVE, TULARE	\$ 929.81
65754CI	2307 TUOLUMNE AVE, TULARE	\$ 2,588.32
65754CP	2307 TUOLUMNE AVE, TULARE	\$ 1,386.52
66248CD	3003 PLACER ST, TULARE	\$ 981.85
66248CI	3003 PLACER ST, TULARE	\$ 1,987.45
66790BL	2307 TUOLUMNE AVE, TULARE	\$ 782.57
66790BT	2307 TUOLUMNE AVE, TULARE	\$ 1,182.46
67500BL	3003 PLACER ST, TULARE	\$ 774.17
67500BT	3003 PLACER ST, TULARE	\$ 1,169.85

EAGLE GLEN, VISALIA		
67046BT	1727 S. Casablanca St, Visalia	\$ 794.28
64071CD	1727 S. Casablanca St, Visalia	\$ 864.11
64071CI	1727 S. Casablanca St, Visalia	\$ 1,481.42
33731CD	4325 E. Cambridge Ave, Visalia	\$ 1,671.28
33731CI	4325 E. Cambridge Ave, Visalia	\$ 4,445.90
33758CD	4316 E. Cambridge Ave, Visalia	\$ 1,199.46
33758CI	4316 E. Cambridge Ave, Visalia	\$ 3,264.35
33763CD	4317 E. Cambridge Ave, Visalia	\$ 1,156.32
33763CI	4317 E. Cambridge Ave, Visalia	\$ 3,093.80
33763CP	4317 E. Cambridge Ave, Visalia	\$ 1,723.45
63542CD	1749 Laguna St, Visalia	\$ 892.99
63542CI	1749 Laguna St, Visalia	\$ 1,655.50
63542CP	1749 Laguna St, Visalia	\$ 993.30
33800CD	4135 E. Hillcrest Ave, Visalia	\$ 706.00
33800CI	4135 E. Hillcrest Ave, Visalia	\$ 1,847.50
67047BT	4135 E. Hillcrest Ave, Visalia	\$ 1,008.36

NEW EXPRESSIONS

67199BT	480 S. Cloverleaf St, Porterville	\$	728.18
67333FD	480 S. Cloverleaf St, Porterville	\$	158.77
67333FI	480 S. Cloverleaf St, Porterville	\$	638.31
67204BT	490 S. Cloverleaf St, Porterville	\$	713.70
66086BT	500 S. Cloverleaf St, Porterville	\$	733.12
66086BL	500 S. Cloverleaf St, Porterville	\$	485.45
64410CD	500 S. Cloverleaf St, Porterville	\$	455.29
64410CI	500 S. Cloverleaf St, Porterville	\$	1,138.23
64410CP	500 S. Cloverleaf St, Porterville	\$	680.61
65235BT	540 S. Cloverleaf St, Porterville	\$	737.36
65235BL	540 S. Cloverleaf St, Porterville	\$	485.45
65233BL	550 S. Cloverleaf St, Porterville	\$	485.45
63689CD	550 S. Cloverleaf St, Porterville	\$	456.40
63689CI	550 S. Cloverleaf St, Porterville	\$	1,141.00
63689CP	550 S. Cloverleaf St, Porterville	\$	676.95
65234BL	560 S. Cloverleaf St, Porterville	\$	485.45
63690CD	560 S. Cloverleaf St, Porterville	\$	455.96
63690CI	560 S. Cloverleaf St, Porterville	\$	1,139.89
63690CP	560 S. Cloverleaf St, Porterville	\$	676.95
66076BT	580 S. Cloverleaf St, Porterville	\$	796.98
66076BL	580 S. Cloverleaf St, Porterville	\$	525.67
64532CD	580 S. Cloverleaf St, Porterville	\$	575.15
64532CI	580 S. Cloverleaf St, Porterville	\$	1,437.89
64532CP	580 S. Cloverleaf St, Porterville	\$	858.49
67207BT	533 S. Cloverleaf St, Porterville	\$	713.70
66077BL	523 S. Cloverleaf St, Porterville	\$	525.67
66077BT	523 S. Cloverleaf St, Porterville	\$	796.98
67294CD	523 S. Cloverleaf St, Porterville	\$	576.57
67294CI	523 S. Cloverleaf St, Porterville	\$	1,441.42
67294CP	523 S. Cloverleaf St, Porterville	\$	858.49

SUBTOTAL	\$	138,771.97
LIEN FEES	\$	29.00
TOTAL OF LIEN-TULARE COUNTY	\$	138,800.97

Exhibit

1

Page

34



2008-0068705

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Howard S. Nevins, Esq.

Recorded	REC FEE	13.00
Official Records		
County of	CONFORMED COPY	1.00
Tulare		
GREGORY B. HARDCASTLE		
Clerk Recorder		
08:01AM 10-Oct-2008	NB	Page 1 of 2

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Tulare, State of California, and particularly described as follows:

580 S. Cloverleaf Street (Lot 290)
Porterville, CA 93257

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,079.43, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,079.43, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

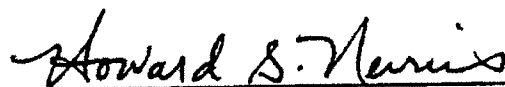
WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Howard S. Nevins
Attorney for Claimant Whirlpool Corporation

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.



Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

2008-0073227

Recorded	REC FEE	10.00
Official Records	County of	
Tulare	CONFORMED COPY	1.00
GREGORY B. HARDCASTLE		
Clerk Recorder		

 12:33PM 31-Oct-2008 | DJF
Page 1 of 1

RECORDING REQUESTED BY & MAIL TO:

 NAME Fenceworks, Inc.
 STREET ADDRESS 4750 Buft Street, Suite B
 CITY, STATE & ZIP CODE Bakersfield, CA 93308

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA MECHANIC'S LIEN
 (Claim of Lien)
The undersigned, Fenceworks

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

 referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Tulare, State of California, and described as follows:
"New Expressions" project, Porterville, CA580 S. Cloverleaf St. Lot: 290, Phase: 05

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED. ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 763.75

(AMOUNT OF CLAIM DUE AND UNPAID)

 together with interest thereon at the rate of 12 per cent per annum from October 22 2008, is due
 (DATE WHEN AMOUNT OF CLAIM BECAME DUE)

claimant for the following labor, services, equipment and/or materials furnished by Claimant:

Fence Material and Labor

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

 The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.
643 N. Westwood Street, Porterville, CA 93257

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes643 N. Westwood Street, Porterville, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant FenceworksBy David Hall David Hall - Assoc. Manager**VERIFICATION**I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 30 2008

(DATE OF SIGNATURE)

David Hall - Assoc. Manager

(SIGNATURE OF THE INDIVIDUAL WHO CERTIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

 BEFORE YOU USE THIS FORM, FILL IN ALL BLANKS AND MAKE WHATEVER CHANGES ARE APPROPRIATE AND NECESSARY TO YOUR PARTICULAR TRANSACTION. CONSULT A LAWYER IF YOU DOUBT THE FORM'S FITNESS FOR YOUR PURPOSE AND USE. www.TheContractorsGroup.com MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE. REV 07-03
Exhibit 1Page 37

RECORDING REQUESTED BY

BMC West Corp.
1330 N MAPLE AVE
FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.
1330 N. Maple Ave.
Fresno, CA 93703

2008-0074088

Recorded
Official Records
County of
Tulare
GREGORY B. HARGREAVE
Clerk Recorder

REC FEE 10.00

08:01AM 05-Nov-2008 DJF
Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned BMC West Corp.

(Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license)

Claimant claims a mechanics' lien upon the following described real property:

City of Porterville, County of Tulare, California,NEW EXPRESSIONS 401-5340

(General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.)

580 S. CloverleafThe sum of \$ 6462.60 together with interest thereon

(Amount of claim due and unpaid)

at the rate of 18 percent per annum from08-10-08

(Date when balance became due)

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant LUMBER/BUILDING MATERIALS/LABOR

(Insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

ENNIS HOMES 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the real property or leasehold interest are

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

(Insert name of owner of real property. This can be obtained from the County Recorder)

Firm Name BMC West Corp.By: C. Johnson

(Signature of claimant or authorized agent)

Chris Johnson

VERIFICATION

I, the undersigned, say: I am the ADMINISTRATIVE MANAGER OF

(President of, Manager of, Partner of, Owner of, etc.)

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof, the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/3/08

(Date of Signature)

at FRESNO

(City Where Signed)

California.

(Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.)

Chris Johnson

All invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
012 NEW EXPANSION 05-290			
012-05-290 Close Date 10-16-2008			
ANCHLIGH Anchor Lighting	432.86	.00	432.86
BLANCUST Blanks Cstm Drywll & Pnt	4,290.00	.00	4,290.00
BLPAINT Bill Slatten Painting	2,166.72	.00	2,166.72
BMCWESTF BMC West Corp Frame	6,404.75	.00	6,404.75
CENTVLYO Central Valley Overhd Dr	365.00	.00	365.00
CLOVSTON Clovs Stn & Lndscp Suppl	4,300.00	.00	4,300.00
COULTERS Coultrs Of Prtrvll, Inc	2,827.50	.00	2,827.50
FENCEWOR Fenceworks Inc	768.75	.00	768.75
FREEMANC Freeman Cement	10,581.56	8,438.28	2,143.28
FSDOOR F & S Shower Door	422.00	.00	422.00
GANGNAIL Gang Nail Truss Co Inc	2,887.23	.00	2,887.23
LINKENTE LinkUs Enterprises Inc.	475.00	.00	475.00
LOUITHOM Louis Thompson Excavatn	350.00	.00	350.00
MASTGARD Master Gardens Landscape	1,700.00	.00	1,700.00
MORTBROW Morton & Brwn Plmbng Inc	6,100.00	.00	6,100.00
NELSROOF Nelson Roofing Inc.	3,933.00	.00	3,933.00
PERFECTI Perfection Iron	575.00	.00	575.00
PORCITY City Of Porterville	9,979.10	9,979.10	.00
QUALAIR Quality Air	3,514.36	2,460.05	1,054.31
RBCCLEAN R & B Construction Clnup	2,457.96	.00	2,457.96
RES-PEST Res-Com Pest Control	156.87	.00	156.87
SACRBLDC Sacramento Bld Cabinets	2,856.00	.00	2,856.00
SACRBLDI Sacramento Bld Insulatn	1,297.50	.00	1,297.50
SCEROSE S C E	32.31	.00	32.31
SCGUTI S C G	136.31	.00	136.31
STARELEC Star Electric Inc	2,348.40	.00	2,348.40
SUMMPURT Summer Purtle	224.10	.00	224.10
TRIVALLE Tri Valley Plastrng Inc.	3,934.60	.00	3,934.60
VISACOUN Visal Cntr Top Desgn Inc	1,240.00	.00	1,240.00
VISAPIPE Visalia Pipe & Supply	853.77	.00	853.77
WHIRINC Whirlpool Inc	1,079.43	.00	1,079.43
WINDPLUS Windows Plus LLC	1,572.43	.00	1,572.43
XAVISAHA Xavier Sahagun Constrctn	5,681.00	.00	5,681.00
Job Total	85,943.51*	20,877.43*	65,066.08*
Project Total:	85,943.51*	20,877.43*	65,066.08*
Report Totals:	85,943.51*	20,877.43*	65,066.08*

Exhibit "C"

Escrow No. 42109181-KH – Closed on October 16, 2008

Project: WILLIAMS RANCH

Property: Lot 133 Williams Ranch Phase 4

935 N. Silver Maple Street
Porterville CA 93257

Exhibit

1

Page

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Escrow No.: 08-42109181-KH
Locate No.: CACT17754-7754-4421-0042109181
Title No.: 08-42109181-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 133 of Williams Ranch, Phase Four, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded in Book 42 Page 35 of Maps, Tulare County Records.

A Certificate of Correction for Williams Ranch, Phase Four, recorded April 11, 2007, as Document No. 2007-0034379, of Official Records, which states the street shown as Bel-Aire Court should be Terry Court and the street shown as Terry Court should be Bel-Aire Court.

APN: 245-030-016

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO
Sacramento Building Products
P. O. BOX 815
WEST SACRAMENTO, CA 95661

2008-0069618

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 29.00

08:01AM 15-Oct-2008 DR Page 1 of 4

Mechanic's LienThe Undersigned, Sacramento Building Products Claimant, claims a mechanic's lien upon
(Name of person or firm as it appears on Mechanic's Lien)

the following described real property:

City of: DINUBA, PORTERVILLE, TULARE, VISALIA County of: TULARE, State of California anddescribed as: ENNIS HOMES - SEE ATTACHEDThe sum of: \$ 138,800.97 together with interest thereon at the rate of %18 percent per annum from06/19/08 is due Claimant (after deducting all just credits and offsets) for the following labor, services,equipment and/or materials furnished by Claimant: INSULATION, CABINET, FIREPLACE, GUTTER

Claimant furnished the labor, services, equipment and/or materials at the request of, or under contract with:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

The name(s) and address(es) of the owners or reputed owners of the property is/are:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

Date: 10-8-2008

Name of Claimant: Sacramento Building Products

By:

Candice Kenney
Candice Kenney, Regional Credit Manager**VERIFICATION**

I, the undersigned, declare: I am the Credit Manager of the Claimant of the foregoing mechanic's lien; I am authorized to make this Verification. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/9/08 at Sacramento, CaliforniaCandice Kenney
Candice Kenney, for Sacramento Building ProductsExhibit 1Page 42

INV #	COMMUNITY	AMOUNT DUE
PARKSIDE VILLAGE, DINUBA		
44760BL	1677 EL PASO AVE, DINUBA	\$ 794.04
44674CD	1677 EL PASO AVE, DINUBA	\$ 953.81
44674CI	1677 EL PASO AVE, DINUBA	\$ 2,384.53
44674CP	1677 EL PASO AVE, DINUBA	\$ 106.62
63971BL	1503 EL PASO AVE, DINUBA	\$ 340.56
63971BT	1503 EL PASO AVE, DINUBA	\$ 613.00
63972BL	1519 EL PASO AVE, DINUBA	\$ 503.43
63972BT	1519 EL PASO AVE, DINUBA	\$ 764.87
63973BT	1504 SAN ANTONIA AVE, DINUBA	\$ 567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	\$ 374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	\$ 562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	\$ 1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA	\$ 839.99
63974B2	1564 SAN ANTONIA AVE, DINUBA	\$ 337.15
63964CP	1584 SAN ANTONIA AVE, DINUBA	\$ 842.83
67795FI	1623 EL PASO AVE, DINUBA	\$ 630.43
THE RANCH, PORTERVILLE		
47184B2	4441 WEST PROSPECT, VISALIA	\$ 454.41
47184BL	4441 WEST PROSPECT, VISALIA	\$ 757.28
45322CD	4441 WEST PROSPECT, VISALIA	\$ 1,488.52
45322CI	4441 WEST PROSPECT, VISALIA	\$ 5,954.07
45322CP	4441 WEST PROSPECT, VISALIA	\$ 2,203.24
WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	\$ 792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,211.15
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 3,290.89
65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,809.59
67045BT	966 N. RED OAK ST., PORTERVILLE	\$ 1,049.70
66635BL	2174 W. BEL AIR COURT, PORTERVILLE	\$ 721.44
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,093.33
65117CD	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,143.82
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	\$ 2,859.55
66636BL	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 634.51
66636BT	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 949.89
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 626.50
64533CI	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,856.70
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 936.05
MADISON CROSSING, VISALIA		
66178BT	2641 N. MENDONCA ST, VISALIA	\$ 865.32
63693CD	2641 N. MENDONCA ST, VISALIA	\$ 840.29
63693CI	2641 N. MENDONCA ST, VISALIA	\$ 2,100.72
63693CP	2641 N. MENDONCA ST, VISALIA	\$ 1,248.78
66178BL	2641 N. MENDONCA ST, VISALIA	\$ 567.46
62568CD	3450 W. LARK AVE, VISALIA	\$ 1,209.27
62568CI	3450 W. LARK AVE, VISALIA	\$ 2,888.80
62568CP	3450 W. LARK AVE, VISALIA	\$ 1,716.68

67042GU	3450 W. LARK AVE, VISALIA	\$ 892.74
64768BL	3450 W. LARK AVE, VISALIA	\$ 785.96
68177BT	3040 W. LARK AVE, VISALIA	\$ 1,375.03

SILVER OAKS, VISALIA

65903BL	4013 W. BUENA VISTA AVE, VISALIA	\$ 893.23
65904BL	3951 W. BUENA VISTA AVE, VISALIA	\$ 781.81
63691CD	3951 W. BUENA VISTA AVE, VISALIA	\$ 1,729.17
63691CI	3951 W. BUENA VISTA AVE, VISALIA	\$ 2,208.70
6739CP	3951 W. BUENA VISTA AVE, VISALIA	\$ 1,325.22
67392BL	4023 W. BUENA VISTA AVE, VISALIA	\$ 520.03
67392BT	4023 W. BUENA VISTA AVE, VISALIA	\$ 790.82
67597BL	1648 N. FULGHAM ST, VISALIA	\$ 790.78
67597BT	1648 N. FULGHAM ST, VISALIA	\$ 1,198.48
63692CD	4013 W. BUENA VISTA AVE, VISALIA	\$ 671.92
63692CI	4013 W. BUENA VISTA AVE, VISALIA	\$ 1,679.79
63692CP	4013 W. BUENA VISTA AVE, VISALIA	\$ 1,007.88
64408CD	4023 W. BUENA VISTA AVE, VISALIA	\$ 572.61
64408CI	4023 W. BUENA VISTA AVE, VISALIA	\$ 1,431.53
65119CD	1648 N. FULGHAM ST, VISALIA	\$ 1,008.98
65119CI	1648 N. FULGHAM ST, VISALIA	\$ 2,786.24

COTTONWOOD, TULARE

63793CP	2379 TAHOE AVE, TULARE	\$ 910.73
65754CD	2307 TUOLUMNE AVE, TULARE	\$ 929.81
65754CI	2307 TUOLUMNE AVE, TULARE	\$ 2,588.32
65754CP	2307 TUOLUMNE AVE, TULARE	\$ 1,386.52
66248CD	3003 PLACER ST, TULARE	\$ 981.85
66248CI	3003 PLACER ST, TULARE	\$ 1,987.45
66790BL	2307 TUOLUMNE AVE, TULARE	\$ 782.57
66790BT	2307 TUOLUMNE AVE, TULARE	\$ 1,182.46
67500BL	3003 PLACER ST, TULARE	\$ 774.17
67500BT	3003 PLACER ST, TULARE	\$ 1,169.85

EAGLE GLEN, VISALIA

67046BT	1727 S. Casablanca St, Visalia	\$ 794.28
64071CD	1727 S. Casablanca St, Visalia	\$ 864.11
64071CI	1727 S. Casablanca St, Visalia	\$ 1,481.42
33731CD	4325 E. Cambridge Ave, Visalia	\$ 1,671.28
33731CI	4325 E. Cambridge Ave, Visalia	\$ 4,445.90
33758CD	4316 E. Cambridge Ave, Visalia	\$ 1,199.46
33758CI	4316 E. Cambridge Ave, Visalia	\$ 3,264.35
33763CD	4317 E. Cambridge Ave, Visalia	\$ 1,156.32
33763CI	4317 E. Cambridge Ave, Visalia	\$ 3,093.80
33763CP	4317 E. Cambridge Ave, Visalia	\$ 1,723.45
63542CD	1749 Laguna St, Visalia	\$ 892.99
63542CI	1749 Laguna St, Visalia	\$ 1,655.50
63542CP	1749 Laguna St, Visalia	\$ 993.30
33800CD	4135 E. Hillcrest Ave, Visalia	\$ 706.00
33800CI	4135 E. Hillcrest Ave, Visalia	\$ 1,847.50
67047BT	4135 E. Hillcrest Ave, Visalia	\$ 1,008.36

NEW EXPRESSIONS			
671998T	480 S. Cloverleaf St, Porterville	\$	728.18
67333FD	480 S. Cloverleaf St, Porterville	\$	158.77
67333FI	480 S. Cloverleaf St, Porterville	\$	636.31
672048T	490 S. Cloverleaf St, Porterville	\$	713.70
66086BT	500 S. Cloverleaf St, Porterville	\$	733.12
66086BL	500 S. Cloverleaf St, Porterville	\$	485.45
64410CD	500 S. Cloverleaf St, Porterville	\$	455.29
64410CI	500 S. Cloverleaf St, Porterville	\$	1,138.23
64410CP	500 S. Cloverleaf St, Porterville	\$	680.61
65235BT	540 S. Cloverleaf St, Porterville	\$	737.36
65235BL	540 S. Cloverleaf St, Porterville	\$	485.45
65233BL	550 S. Cloverleaf St, Porterville	\$	485.45
63689CD	550 S. Cloverleaf St, Porterville	\$	456.40
63689CI	550 S. Cloverleaf St, Porterville	\$	1,141.00
63689CP	550 S. Cloverleaf St, Porterville	\$	676.95
65234BL	560 S. Cloverleaf St, Porterville	\$	485.45
63690CD	560 S. Cloverleaf St, Porterville	\$	455.96
63690CI	560 S. Cloverleaf St, Porterville	\$	1,139.89
63690CP	560 S. Cloverleaf St, Porterville	\$	676.95
66076BT	580 S. Cloverleaf St, Porterville	\$	796.98
66076BL	580 S. Cloverleaf St, Porterville	\$	525.67
64532CD	580 S. Cloverleaf St, Porterville	\$	575.15
64532CI	580 S. Cloverleaf St, Porterville	\$	1,437.89
64532CP	580 S. Cloverleaf St, Porterville	\$	858.49
67207BT	533 S. Cloverleaf St, Porterville	\$	713.70
66077BL	523 S. Cloverleaf St, Porterville	\$	525.67
66077BT	523 S. Cloverleaf St, Porterville	\$	796.98
67294CD	523 S. Cloverleaf St, Porterville	\$	576.57
67294CI	523 S. Cloverleaf St, Porterville	\$	1,441.42
67294CP	523 S. Cloverleaf St, Porterville	\$	858.49

SUBTOTAL	\$	138,771.97
LIEN FEES	\$	29.00
TOTAL OF LIEN-TULARE COUNTY	\$	138,800.97

RECORDING REQUESTED BY

VIKING READY MIX, INC.

AND WHEN RECORDED MAIL TO :

Name VIKING READY MIX, INC.
 Street
 Address P.O. BOX 9129
 City &
 State FRESNO

CA

93790



2008-0070942

Recorded REC FEE 10.00
 Official Records
 County of CONFORMED COPY 1.00
 Tulare LIEN NOTICE 13.00
 GREGORY B. HARGREAVE
 Clerk Recorder

11:58AM 21-Oct-2008 MR Page 1 of 1

PAGE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN

The undersigned VIKING READY MIX, INC.
(Name of person or firm claiming mechanic's lien. Contractors use name exactly as it appears on contractor's license.)

Claimant, claims a mechanic's lien upon the following described real property:

City of PORTERVILLE, County of TULARE California,

WILLIAMS RANCH (LOT 133)

General description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.

The sum of \$ 6,402.31 together with interest thereon
(amount of claim due and unpaid)

at the rate of 10 percent per annum from October 10, 2008
(Date when balance became due)

is due claimant (after deducting all just credits and offsets for the following work and materials furnished

by claimant DELIVERY OF READY MIX CONCRETE AND RELATED MATERIALS
(Insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

EMET CONSTRUCTION (A19976081)

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the property are ENNIS HOMES

ATTN: BRIAN ENNIS 643 N. WESTWOOD, PORTERVILLE, CA. 93257

(Insert name of owner of real property. This can be obtained from the County Recorder or by checking the building permit application at the Building Department)

Firm Name VIKING READY MIX, INC.

By: Rodney Gonzales
(Signature of claimant or authorized agent)

RODNEY GONZALES

VERIFICATION

I, the undersigned, say I am the CREDIT MANAGER
"President of", "Manager of", "A partner of", "Owner of", etc.

The claimant of the foregoing mechanic's lien. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 10, 2008 at FRESNO California
(Date of Signature) (City where signed)

VIKING READY MIX

Rodney Gonzales
Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.

RODNEY GONZALES, CREDIT MANAGER

This document is only a general form which may be proper use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transactions.

FORM D

Exhibit 1Page 4/6



2008-0068700

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Howard S. Nevins, Esq.

Recorded REC FEE - 13.00
Official Records
County of CONFORMED COPY 1.00
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

08:01AM 10-Oct-2008 NB
Page 1 of 2

(SPACE ABOVE THIS)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Tulare, State of California, and particularly described as follows:

935 N. Silver Maple Street (Lot 133)
Porterville, CA 93257

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,374.95, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,374.95, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Howard S. Nevins
Attorney for Claimant Whirlpool Corporation

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.



Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

10 of 10

1111 001 1000 11000 1 000 111 0 11100

2008-0073233

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 10.00
CONFIRMED COPY 1.00

DJF
12:33PM 31-Oct-2008 Page 1 of 1

RECORDING REQUESTED BY & MAIL TO:

NAME Fenceworks, Inc.
STREET ADDRESS 4750 Burr Street, Suite B
CITY, STATE & ZIP CODE Bakersfield, CA 93308

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA MECHANIC'S LIEN

(Claim of Lien)

The undersigned, Fenceworks

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Tulare, State of California, and described as follows:

"Williams Ranch" project, Porterville, CA935 N. Silver Maple Street, Lot 133, Phase: 04

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED)

ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 1,919.00

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 12 per cent per annum from October 22, 2008, is due claimant for the following labor, services, equipment and/or materials furnished by Claimant:

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Fence Material and Labor

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.

643 N. Westwood Street, Porterville, CA 93257

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes643 N. Westwood Street, Porterville, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant FenceworksBy David Hall David Hall - Assoc. Manager

VERIFICATION

I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 28, 2008

(DATE OF SIGNATURE)

David Hall David Hall - Assoc. Manager
(SIGNATURE OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

BEFORE YOU USE THIS FORM, FILL IN ALL PLACES AND MAKE ANY NECESSARY CHANGES AS APPROPRIATE TO YOUR PARTICULAR TRANSACTION. CONSULT A LAWYER IF YOU DOUBT THE FORM'S FITNESS FOR YOUR PURPOSE AND USE. www.TheContractorsGroup.com MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE. REV. 07/07

Exhibit 1Page 49

RECORDING REQUESTED BY

BMC West Corp.
1330 N MAPLE AVE
FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.
1330 N. Maple Ave.
Fresno, CA 93703



2008-0074148

Recorded
Official Records
County of
Tulare
GREGORY B. HARBORCASTLE
Clerk Recorder
08:01AM 05-Nov-2008
REC FEE 10.00
DJF
Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned BMC West Corp.

(Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license)

Claimant claims a mechanics' lien upon the following described real property:

City of Porterville, County of Tulare, California,Williams Ranch #4133

(General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.)

935 N. Silver Maple St.Porterville, CAThe sum of \$ 3,764.75 together with interest thereon

(Amount of claim due and unpaid)

at the rate of 18 percent per annum from 10-31-08

(Date when balance became due)

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant LOMBER/BUILDING MATERIALS/LABOR

(Insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

ENNIS HOMES 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the real property or leasehold interest are

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

(Insert name of owner of real property. This can be obtained from the County Recorder)

Firm Name BMC West Corp.By: C. Johnson

(Signature of claimant or authorized agent)

Chris Johnson

VERIFICATION

I, the undersigned, say: I am the ADMINISTRATIVE MANAGER OF

(President of, "Manager of," "A partner of," "Owner of," etc.)

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/3/08

(Date of Signature)

at FRESNO

(City Where Signed)

California

(Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.)

Chris Johnson

Paul's Homes

All invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
030 Williams Ranch 04-133			
030-04-133 Close Date 10-15-2008			
ANCHLIGH Anchor Lighting	812.42	.00	812.42
BLANCUST Blanks Cstm Drywll & Pnt	5,484.80	.00	5,484.80
BLPAINT Bill Slatten Painting	2,739.60	.00	2,739.60
BMCWESTF BMC West Corp Frame	3,764.75	.00	3,764.75
CENTVLYO Central Valley Overhd Dr	365.00	.00	365.00
COULTERS Coultrs Of Prtrvll, Inc	2,569.50	.00	2,569.50
EMETCONS Emet Construction Inc	12,514.55	.00	12,514.55
FENCEWOR Fenceworks Inc	1,919.00	.00	1,919.00
FSDOOR F & S Shower Door	410.00	.00	410.00
GANGNAIL Gang Nail Truss Co Inc	2,960.80	.00	2,960.80
KEITHBRO Keith Brown Bldng Matrls	4,189.76	.00	4,189.76
LINKENTE LinkUs Enterprises Inc.	475.00	.00	475.00
LOUITHOM Louis Thompson Excavatn	350.00	.00	350.00
MASTGARD Master Gardens Landscape	1,950.00	1,950.00	.00
MORTBROW Morton & Brwn Plmbng Inc	6,800.00	.00	6,800.00
NELSROOF Nelson Roofing Inc.	6,984.00	.00	6,984.00
PORCITY City Of Porterville	10,467.01	10,439.05	27.96
PRECTILE Precision Tile Works	5,353.50	.00	5,353.50
QUALAIR Quality Air	3,280.40	2,870.35	410.05
RBCCLEAN R & B Construction Clnup	2,551.52	.00	2,551.52
RES-PEST Res-Com Pest Control	173.04	173.04	.00
SACRBLDC Sacramento Bld Cabinets	6,281.51	.00	6,281.51
SACRBLDI Sacramento Bld Insulatn	1,931.60	.00	1,931.60
SCEROSE S C E	36.64	.00	36.64
SCGUTI S C G	27.37	.00	27.37
STARELEC Star Electric Inc	3,966.00	.00	3,966.00
SUMMPURT Summer Purtle	247.20	.00	247.20
TRIVALLE Tri Valley Plastrng Inc.	4,964.60	.00	4,964.60
VISAPIPE Visalia Pipe & Supply	853.77	.00	853.77
WHIRINC Whirlpool Inc	1,374.95	.00	1,374.95
WINDPLUS Windows Plus LLC	1,709.62	.00	1,709.62
XAVISAHA Xavier Sahagun Constrctn	5,488.00	.00	5,488.00
Job Total	102,995.91*	15,432.44*	87,563.47*
Project Total:	102,995.91*	15,432.44*	87,563.47*
Report Totals:	102,995.91*	15,432.44*	87,563.47*

Exhibit "D"

Escrow No. 42110035-KH – Closed on October 16, 2008

Project: SHADOW WOOD

Property: Lot 19 Shadow Wood Unit 5

2848 Lakeridge Court
Tulare CA 93274

Escrow No.: 08-42110035-KH
Locate No.: CACTI7754-7754-4421-0042110035
Title No.: 08-42110035-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 19 of Shadow Wood Unit No. 5, in the City of Tulare, County of Tulare, State of California, according to the map thereof recorded Volume 41, Page 22 of Maps, Tulare County Records.

APN: 184-170-090

All invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
025 Shadow Walk 05019			
025-05-019 Close Date 10-15-2008			
BLANCUST Blanks Cstm Drywll & Pnt	4,112.54	.00	4,112.54
BMCWESTF BMC West Corp Frame	2,190.43	.00	2,190.43
COULTERS Coultrs Of Prtrvll, Inc	4,399.55	.00	4,399.55
EMETCONS Emet Construction Inc	2,338.00	2,338.00	.00
FSDOOR F & S Shower Door	684.00	126.00	558.00
HENDON Vernon Hendon	10.00	10.00	.00
JCSCONST J C's Construction	1,430.76	1,430.76	.00
KENYPLAS Kenyon Plastering Inc	80.00	80.00	.00
PHILYOUN Phil Young Painting	2,349.36	.00	2,349.36
PRECTILE Precision Tile Works	3,462.50	.00	3,462.50
PRIMLAND Primow Landscp Mnt, Inc.	1,314.00	990.00	324.00
QUALAIR Quality Air	1,700.00	1,700.00	.00
RBCCLEAN R & B Construction Clnup	562.24	.00	562.24
RES-PEST Res-Com Pest Control	56.25	56.25	.00
RUFFA Bob Ruffa Electrical Inc	611.90	611.90	.00
SACRBLDC Sacramento Bld Cabinets	3,642.00	3,642.00	.00
SANJOAST San Joaquin Stairs Inc	350.00	.00	350.00
SCEROSE S C E	183.42	126.35	57.07
SCGUTI S C G	53.86	35.93	17.93
SUMMPURT Summer Purtle	401.60	401.60	.00
TUCOTAX Tulare Co Tax Collector	1,036.24	1,036.24	.00
WHIRINC Whirlpool Inc	1,160.62	.00	1,160.62
WINDPLUS Windows Plus LLC	-80.00	.00	-80.00
Job Total	32,049.27*	12,585.03*	19,464.24*
Project Total:	32,049.27*	12,585.03*	19,464.24*
Report Totals:	32,049.27*	12,585.03*	19,464.24*

Exhibit “E”

Escrow No. 42109033-KH – Closed on October 20, 2008

Project: ARBOR PARK

Property: Lot 83 of LeParc, Unit II County Tract No. 788

1211 W. Muir Way
Hanford CA 93230

Escrow No.: 08-42109033-KH
Locate No.: CACTI7754-7754-4421-0042109033
Title No.: 08-42109033-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 83 of LeParc, Unit II County Tract No. 788, in the City of Hanford, County of Kings, State of California, according to the map thereof recorded in Volume 21 at Page 11 of Licensed Surveyor Plats, Kings County Records.

APN: 008-620-006


Ennis Homes

Invoices by Project by Job by Vendor

10-29-2008

All invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
003			
003-02-083			
BLANCUST Blanks Cstm Drywll & Pnt	7,905.00	7,905.00	.00
BMCWESTF BMC West Corp Frame	12,571.12	12,571.12	.00
CENTVLYO Central Valley Overhd Dr	634.00	634.00	.00
FSDOOR F & S Shower Door	684.00	684.00	.00
GANGNAIL Gang Nail Truss Co Inc	2,307.46	2,307.46	.00
HANCITY City Of Hanford	18,089.91	18,066.52	23.39
JAMECO James & Co Lighting	1,403.90	1,403.90	.00
JWESPLUM J Westcott Plumbing Inc	6,205.00	6,205.00	.00
KENNICS Kennies ICS Inc	5,836.00	5,315.00	521.00
KENYPLAS Kenyon Plastering Inc	7,685.61	7,685.61	.00
KINCOTAX Kings County Tax Collctr	241.84	241.84	.00
LINKENTE LinkUs Enterprises Inc.	575.00	287.50	287.50
NELSROOF Nelson Roofing Inc.	5,933.00	5,933.00	.00
ORTGCON Ortega Concrete Cnstrctn	11,642.01	11,642.01	.00
PAVLELEC Pavletich Electric, Inc.	7,140.00	7,140.00	.00
PHILYOUN Phil Young Painting	3,694.40	2,586.08	1,108.32
RBCCLEAN R & B Construction Clnup	2,169.00	2,169.00	.00
RES-PEST Res-Com Pest Control	119.70	119.70	.00
RICHSAHA Richard Sahagun Constr	8,590.00	8,590.00	.00
RIOSGENE Rios Generl Bldng Cntrct	2,656.75	.00	2,656.75
SACREBLDC Sacramento Bld Cabinets	4,517.86	4,517.86	.00
SACREBLDI Sacramento Bld Insulatn	1,751.00	1,751.00	.00
SANJOAST San Joaquin Stairs Inc	350.00	350.00	.00
SCEROSE S C E	80.64	34.49	46.15
SUMMPURT Summer Purtle	424.96	165.98	258.98
VISACOUN Visal Cntr Top Desgn Inc	170.00	170.00	.00
WINDPLUS Windows Plus LLC	3,483.92	3,135.53	348.39
Job Total	116,862.08*	111,611.60*	5,250.48*
Project Total:	116,862.08*	111,611.60*	5,250.48*
Report Totals:	116,862.08*	111,611.60*	5,250.48*

RECORDING REQUESTED BY Sacramento Building Products, Inc.	 Doc Nbr: 0819353 Doc Type: 13	Titles: 01 Pages: 002 Fees: 14.00 Taxes: 0.00 Paid: \$14.00
		Kings County Clerk Recorder - 2728 10/14/2008 Ken Baird 01:25:39
AND WHEN RECORDED MAIL TO Sacramento Building Products P. O. BOX 815 WEST SACRAMENTO, CA 95691		

Mechanic's Lien

The Undersigned, Sacramento Building Products Claimant, claims a mechanic's lien upon
(Name of person or firm as it appears on Mechanic's Lien)

the following described real property:

CITY OF: HANFORD County of: KINGS, State of California and

described as: ENNIS HOMES - ARBOR PARK, SEE ATTACHED

The sum of: \$28,649.73 together with interest thereon at the rate of %18 percent per annum from
08/02/08 is due Claimant (after deducting all just credits and offsets) for the following labor, services,
 equipment and/or materials furnished by Claimant: INSULATION, CABINET, FIREPLACE

Claimant furnished the labor, services, equipment and/or materials at the request of, or under contract with:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

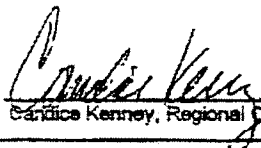
The name(s) and address(es) of the owners or reputed owners of the property is/are:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

Date: 10-9-2008

Name of Claimant: Sacramento Building Products

By:


 Candice Kenney, Regional Credit Manager

VERIFICATION

I, the undersigned, declare: I am the Credit Manager of the Claimant of the foregoing mechanic's lien; I am authorized to make this Verification. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/9/08 at Sacramento, California


 Candice Kenney, for Sacramento Building Products

[illegible]

END OF DOCUMENT



Titles: 01 Pages: 002

Fees: 14.00

Taxes: 0.00

Paid: \$14.00

RECORDING REQUESTED BY

Doc Nbr: 0820212

Doc Type: 13

Kings County Clerk Recorder - 2728 10/29/2008
Ken Baird

02:13:05

WHEN RECORDED MAIL TO

Martin Botigian
Arakelian, Inc. DBA
Builders Flooring
324 N. Minnewawa Ave.
Clovis, CA 93612

r628

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDERS' USE

MECHANICS LIEN

The undersigned, **Arakelian, Inc. DBA Builders Flooring**, claimant

(name of person or firm claiming mechanics lien. Contractors use name exactly as it appears on the contractor license.)

claims a mechanics lien upon the following described real property:

City of Hanford, County of Kings, California

Arbor Park 2 lot 82883, 1211 W. Meir Way, Hanford, CA 93238 (general description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.)

The sum of \$4,439.15 together with interest thereon at the rate of 8.00

(Amount of Claim due and unpaid.)

percent per annum from 11/29/08 is due claimant (after deducting all just credits and offsets) for

(date when balance became due)

the following work and material furnished by claimant:

Flooring

(insert general description of the work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

Ennis Homes (name of the person or firm who ordered or contract for the work or materials.)

The owners or reputed owners of the property are: Ennis Homes 643 N. WESTWOOD STREET
PORTERVILLE, CA 93257
(insert name of owner of real property. This can be obtained from the county recorder or by checking the building permit application at the building department.)

Firm Name Arakelian, Inc. DBA Builders Flooring

By: Martin Botigian
(Signature of claimant or authorized agent)

MARTIN BOTIGIAN

2

VERIFICATION

I, the undersigned, say I am the general manager of the claimant of the forgoing
(President of, Manager of, A partner of, Owner of, etc.)

mechanic's lien, I have read said claim of mechanic's lien and know the contents thereof: the
above is true of my own knowledge.

I declare under perjury that the forgoing is true and correct.

Executed on 10-29-08, at CLOVIS California.
(Date of signature) (City where signed)

Martin Bougiam
(Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.)
MARTIN BOUGIAM

END OF DOCUMENT

Exhibit "F"

Escrow No. 42109954-KH – Closed on October 31, 2008

Project: EAGLE RANCH

Property: Lot 48 Tract No. 6056 Phase 6

10905 Trentadue Drive
Bakersfield CA 93312

Escrow No.: 08-42109954-KH
Locate No.: CACTI7715-7754-4421-0054107583
Title No.: 08-54107583-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 48 of Tract No. 6056 "Phase 6", in the City of Bakersfield, County of Kern, State of California, according to the map thereof recorded June 20, 2006 in Book 55 Pages 105, 106 and 107 of Maps, Kern County Records.

EXCEPTING THEREFROM all remaining oil, gas and other hydrocarbon substances and minerals within or underlying said land, or which may be produced and saved therefrom; provided, however, grantor(s) herein, their successors and assigns shall not conduct drilling or other operations above a depth of 500 feet below the surface of said land, nothing herein contained shall be deemed to prevent grantor(s), their successors and assigns from extracting or capturing said minerals, oil, gas and hydrocarbons by drilling on adjacent or neighboring lands at a depth of 500 feet or more below the surface of said land, so as not to disturb the surface thereof or any improvements thereon, as reserved in the Deed recorded July 23, 2001 as Document No. 0201102315, Official Records.

APN: 525-571-48-00-9

Ennis Homes
All invoices are printed.

Invoices by Project by Job by Vendor

ER06048
SANCHEZ

10-29-2008

Vendor	Amount Original	Amount Paid	Amount Outstanding
009			
009-06-048			
ALPHDOOR Alpha Doors & Finish Co	3,490.97	.00	3,490.97
ANCHLIGH Anchor Lighting	681.88	.00	681.88
BAKCITY City Of Bakersfield	17,126.21	17,126.21	.00
BJPLUMBI BJ Plumbing Srv DBA Pnr	4,320.00	.00	4,320.00
CENTVLYO Central Valley Overhd Dr	420.00	.00	420.00
CLOVSTON Clovs Stn & Lndscp Suppl	2,109.00	.00	2,109.00
CUSTVENT Custom Vents	78.04	.00	78.04
CWSSAN California Water Srv Co	38.68	.00	38.68
EMETCONS Emet Construction Inc	1,539.20	.00	1,539.20
FENCEWOR Fenceworks Inc	1,502.15	.00	1,502.15
FSDOOR F & S Shower Door	418.00	.00	418.00
GANGNAIL Gang Nail Truss Co Inc	3,160.39	.00	3,160.39
HUDSTILE Hudson Tile Inc.	2,387.50	.00	2,387.50
JRJCONCR JRJ Concret Cnstrctn Inc	9,756.50	.00	9,756.50
KENNICS Kennies ICS Inc	4,290.00	.00	4,290.00
KERCOTAX Kern County Trsr/Tx Coll	166.63	166.63	.00
KINGDRYW Kings Drywall Inc.	5,236.00	.00	5,236.00
LEONARD Leonrd's Crpt Srvs, Inc.	3,202.00	.00	3,202.00
LINKENTE LinkUs Enterprises Inc.	575.00	.00	575.00
MAGANALA Magana Landscape Srvcs	2,615.00	.00	2,615.00
MIKETREN Mike's Trenching	375.00	.00	375.00
NELSROOF Nelson Roofing Inc.	6,394.00	.00	6,394.00
PGEUTIL P G & E	8.69	.00	8.69
RES-PEST Res-Com Pest Control	174.30	.00	174.30
RICKCAPP Rick Capps Painting	2,797.60	.00	2,797.60
STARELEC Star Electric Inc	3,515.00	.00	3,515.00
TRIVALLE Tri Valley Plastrng Inc.	4,866.75	.00	4,866.75
VISAPIPE Visalia Pipe & Supply	845.88	.00	845.88
WESTINSU Western Insulation, Inc.	4,717.90	.00	4,717.90
WEYRRICK Weyrick	3,574.98	.00	3,574.98
WINDPLUS Windows Plus LLC	1,894.40	.00	1,894.40
XAVISAHA Xavier Sahagun Constrctn	6,357.00	.00	6,357.00
Job Total	98,634.65*	17,292.84*	81,341.81*
Project Total:	98,634.65*	17,292.84*	81,341.81*
Report Totals:	98,634.65*	17,292.84*	81,341.81*

Exhibit

Page

64

Mechanics' Lien

James W. Fitch, Assessor - Recorder
Kern County Official RecordsSOFB
10/08/2008
10:57 AMRecorded at the request of
PublicRECORDING REQUESTED BY
WHEN RECORDED MAIL TO

DOC#: 0208159420

Stat Types: 1 Pages: 1



Fees	9.00
Taxes	9.00
Others	0.00
PAID	\$9.00

FERGUSON ENTERPRISES INC
4546 BROAD ST
SAN LUIS OBISPO CA 93401-

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mechanics' Lien (Claim of Lien)

(To be recorded in the county recorder's office in the county in which the property is located.)

NOTICE IS HEREBY GIVEN: That FERGUSON ENTERPRISES INC as claimant claims a lien for labor, service, equipment or materials under Section 3082 et Seq. of the Civil Code of the State of California, upon the premises hereinafter described, a upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

Said labor, service, equipment or materials were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of KERN COUNTY, State of California, said land described as follows:

STREET ADDRESS: EAGLE RANCH - SIERRA, BAKERSFIELD, CA
LEGAL DESCRIPTION:

Said lien is claimed for the following labor, services, equipment or materials: (describe labor, services, equipment, or material detail) PLUMBING/HVAC/PIPE/WATERWORKS/APPLIANCES/INSTALLATION SYS/LIGHTING/CONSTR MT

Amount due after deducting all just credits and offsets...\$ 19,972.75

The name of the person or company by whom claimant was employed or to whom claimant furnished labor, services, equipment or materials is: PIONEER PLUMBING, PO BOX 41502, BAKERSFIELD CA 93384

That ENNIS HOMES INC, 643 N WESTWOOD ST, PORTERVILLE CA 93257-6930 is/are the reputed owner(s) of said building and/or premises, or some interest therein.

Date: 10/08/2008

Name of Claimant: FERGUSON ENTERPRISES
By: *[Signature]*

Branch Manager

I, the undersigned, state: I am the Branch Manager of the claimant named in the foregoing mechanics' lien; I have read said claim of mechanics' lien and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/08/08 at Bakersfield State of California
County of Kern

(Signature of Claimant or Authorized Agent)

RECORDING REQUESTED BY & MAIL TO:

NAME WESTERN INSULATION LPSTREET
ADDRESS 7600 DISTRICT BLVD #ACITY, STATE
& ZIP CODE BAKERSFIELD, CA 93313James W. Fitch, Assessor-Recorder
Kern County Official RecordsRecorded at the request of
PublicPATTI
10/09/2008
10:11 AMDOC#: 0208159829

Stat Types: 1 Pages: 1

Fees	9.00
Taxes	0.00
Others	0.00
PAID	\$9.00

STATE OF CALIFORNIA MECHANIC'S LIEN
(Claim of Lien - Civil Code Section 3084)The undersigned, WESTERN INSULATION LP

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of BAKERSFIELD, County of KERN, State of California anddescribed as follows: EAGLE RANCH LOTS: 1051, 6035, 3024, 6038, 6047, 6048, 6049

DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED.
ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 10,858.00

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 0 percent per annum from 30 Days after invoice date is due

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Claimant for the following labor, services, equipment and/or materials furnished by Claimant:

INSTALLATION OF INSULATION

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is ENNIS HOMES INC.

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

ENNIS HOMES INC. 643 NO. WESTWOOD ST. PORTERVILLE, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant WESTERN INSULATION LPExecuted on 10/09/08 at BAKERSFIELDby RANDY DICKEY

(PRINT NAME)

(SIGNATURE)

VERIFICATION
DIVISION MANAGERI, the undersigned, declare: I am the _____ of WESTERN INSULATION LP

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/09/08 at BAKERSFIELD, CA

(DATE)

CITY AND STATE WHERE SIGNED AND VERIFIED

By RANDY DICKEY

(PRINT NAME)

(SIGNATURE)

www.TheContractorsGroup.com & Diane Dennis Enterprises © 2005-2008 mcl-001.doc Rev. 01/08 CONSULT AN ATTORNEY TO VERIFY THIS FORM'S FITNESS FOR YOUR PURPOSE.

Exhibit 1Page 166

RECORDING REQUESTED BY & MAIL TO:

NAME WESTERN INSULATION LPSTREET ADDRESS 7600 DISTRICT BLVD #ACITY, STATE & ZIP CODE BAKERSFIELD, CA 93313James W. Fitch, Assessor - Recorder
Kern County Official RecordsRecorded at the request of
PublicPATTI
10/09/2008
10:11 AMDOC#: 0208159830

Stat Types: 1 Pages: 1

Fees	8.00
Taxes	0.08
Others	0.00
PAYD	\$8.08

STATE OF CALIFORNIA MECHANIC'S LIEN
(Claim of Lien - Civil Code Section 3084)The undersigned, WESTERN ISULAITON LP

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of BAKERSFIELD, County of KERN, State of California andEAGLE RANCH LOTS: 1051, 6048, 6049, 41-5, 33-5, 4047, 6044, 3033, 6033, 6045,
described as follows: 3016(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED.
ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)After deducting all just credits and offsets, the sum of \$ 22,576.00

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 0 percent per annum from 30 Days after invoice date is due

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Claimant for the following labor, services, equipment and/or materials furnished by Claimant:
INSTALLATION OF CABINETS

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is ENNIS HOMES INC.

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:
ENNIS HOMES INC. 643 NO. WESTWOOD ST. PORTERVILLE, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant WESTERN INSULATION LPExecuted on 10/09/08 at BAKERSFIELDby RANDY DICKEY

(PRINT NAME)

(SIGNATURE)

VERIFICATION
DIVISION MANAGERI, the undersigned, declare: I am the _____ of WESTERN INSULATION LP

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/09/08 at BAKERSFIELD, CA

(DATE)

CITY AND STATE WHERE SIGNED AND VERIFIED

By RANDY DICKEY

(PRINT NAME)

(SIGNATURE)

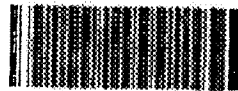
www.TheContractorsGroup.com & Diane Dennis Enterprises © 2005-2008 mcln-001.doc Rev. 01/08 CONSULT AN ATTORNEY TO VERIFY THIS FORM'S FITNESS FOR YOUR PURPOSE.

Exhibit 1Page 67

42109954

James W. Fitch, Assessor - Recorder
Kern County Official RecordsSOFIR
10/08/2008
1:18 PMRecorded at the request of:
PublicRECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Howard S. Nevins, Esq.

DOC#: 0208160023



Stat Type: 1 Pages: 2

Fees	12.00
Taxes	0.00
Others	0.00
PAID	\$12.00

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Kern, State of California, and particularly described as follows:

10905 Trentadue (Lot 48) *Galbraith Road*
Bakersfield, CA 93312

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$1,070.53, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$1,070.53, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

*Howard S. Nevins*Howard S. Nevins
Attorney for Claimant Whirlpool Corporation

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.



Howard S. Nevins
Attorney for Claimant Whirlpool Corporation

RECORDING REQUESTED BY

GOLDEN EMPIRE CONCRETE, INC

James W. Fitch, Assessor - Recorder
Kern County Official RecordsSOFIR
10/21/2008
1:31 PMRecorded at the request of
Public

AND WHEN RECORDED MAIL TO :

DOC#: 0208167169

Stat Types: 1 Pages: 1

Name GOLDEN EMPIRE CONCRETE, INC
Street
Address P.O. BOX 25000
City & State BAKERSFIELD CA 93390-5000Fees 9.00
Taxes 0.00
Others 0.00
PAID \$9.00

PLACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN

The undersigned GOLDEN EMPIRE CONCRETE, INC.
(Name of person or firm claiming mechanic's lien. Contractors use name exactly as it appears on contractor's license.)

Claimant, claims a mechanic's lien upon the following described real property:

City of BAKERSFIELD, County of KERN California,EAGLE RANCH (LOT 48) *Phase 2*

General description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.

The sum of \$ 2,827.51 together with interest thereon
(amount of claim due and unpaid)at the rate of 10 percent per annum from October 10, 2008
(Date when balance became due)

is due claimant (after deducting all just credits and offsets for the following work and materials furnished

by claimant DELIVERY OF READY MIX CONCRETE AND RELATED MATERIALS
(insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

EMET CONSTRUCTION

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the property are ENIS HOMESATTN: BRIAN ENNIS 643 N. WESTWOOD PORTERVILLE, CA. 93257

(insert name of owner of real property. This can be obtained from the County Recorder or by checking the building permit application at the Building Department)

Firm Name GOLDEN EMPIRE CONCRETE, INC.By: Rodney Gonzales
(Signature of claimant or authorized agent)RODNEY GONZALES

VERIFICATION

I, the undersigned, say I am the CREDIT MANAGER

("President of", "Manager of", "A partner of", "Owner of", etc.)

The claimant of the foregoing mechanic's lien. I have read said claim of mechanic's lien and know the contents thereof, the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 10, 2008 at FRESNO California
(Date of Signature) (City where signed)Rodney Gonzales
Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.

This document is only a general form which may be proper use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transactions.

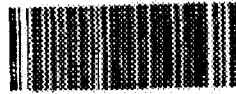
FORM D

Exhibit 1Page 70

James W. Fitch, Assessor - Recorder
Kern County Official RecordsTELFORDT
10/29/2008
1:28 PMRecorded at the request of
Public

DOC#: 0208170727

Stat Types: 1 Pages: 1



Fees	9.00
Taxes	8.00
Others	3.00
PAID	\$12.00

RECORDING REQUESTED BY & MAIL TO:

NAME Fenceworks, Inc.
STREET ADDRESS 4750 Burr Street, Suite B
CITY, STATE & ZIP CODE Bakersfield, CA 93308

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA MECHANIC'S LIEN

(Claim of Lien)

The undersigned, Fenceworks

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Kern, State of California, and described as follows:

Tract# 6056, "Eagle Ranch" project, Bakersfield, CA10905 Trentadue Drive, Lot 048, Phase: 06

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED)

ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.

After deducting all just credits and offsets, the sum of \$ 1,497.15

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 12 per cent per annum from October 29, 2008, is due claimant for the following labor, services, equipment and/or materials furnished by Claimant:

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Fence Material and Labor

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.

643 N. Westwood Street, Porterville, CA 93257

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes643 N. Westwood Street, Porterville, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant FenceworksBy David Hall David Hall - Assoc. Manager

VERIFICATION

I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 28, 2008

(DATE OF SIGNATURE)

David Hall - Assoc. Manager

(SIGNATURE OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

DO NOT USE THIS FORM IN ALL BLANKS AND MAKE NECESSARY CHANGES ARE APPROPRIATE AND NECESSARY TO YOUR PARTICULAR TRANSACTION. CONSULT WITH YOUR ATTORNEY FOR YOUR PURPOSE AND USE. www.TheContractorsGroup.com. MAKES NO REPRESENTATION ON BEHALF OF THE CONTRACTORS GROUP OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE. REV. 07/01

Exhibit 1Page 71

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

NAME McIntosh & Associates

STREET
ADDRESS 2001 Wheelan Ct.

CITY
STATE Bakersfield, CA 93309
ZIP

Attn: Roger McIntosh

James W. Fitch, Assessor - Recorder
Kern County Official Records

SABRINA
10/14/2008
11:38 AM

Recorded at the request of
Public

DOC#: 0208163616



Stat Types: 1 Pages: 2

Fee	12.00
Taxes	0.00
Others	0.00
PAID	\$12.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WOLCOTT'S FORMS, INC.

Since 1892

MECHANIC'S LIEN (Claim of Lien)

The undersigned, McIntosh & Associates

FULL NAME OF PERSON OR FIRM CLAIMING LIEN. CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE.

whose address is, 2001 Wheelan Ct., Bakersfield, CA 93309

referred to in this Claim of Lien as Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below furnished for a work of improvement upon that certain real property located in the

City of Delano County of Kern State of California and

described as follows: The East half of the Southwest Quarter of Section 7, Township 25 South, Range 26 East, Mount Diablo base & meridian in the unincorporated area, County of Kern, State of California, according to the official plat thereof.

LEGAL DESCRIPTION OF PROPERTY AND STREET ADDRESS WHERE THE WORK AND/OR MATERIALS WERE FURNISHED.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

After deducting all just credits and offsets, the sum of Nine thousand eight hundred forty-one Dollars (\$ 9,841.00), together with interest thereon at the rate of 1.5 percent per annum from

AMOUNT OF CLAIM DUE AND UNPAID

9/12/.. 2007 is due Claimant for the following labor, services, equipment and/or materials

DATE WHEN AMOUNT OF CLAIM BECAME DUE

furnished by Claimant: Engineering Services

GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED

The work was begun 08/08 2003 and was completed on, or, if not completed, the last day on which work was done on was 02/13 2008

Preliminary notices of this claim (if required) were given

to the owner(s) or reputed owner(s) on 03/07 2008 via Certified Mail w/ Return Receipt

to the general contractor, if any, on _____ via _____

and to the subcontractor, if any, on _____ via _____

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Land Development, Inc.

USUALLY NAME OF THE PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH CLAIMANT FOR THE WORK AND/OR MATERIALS

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

Ennis Land Development, Inc. 643 North Westwood St., Porterville, CA 93257

THIS INFORMATION MAY BE OBTAINED FROM THE COUNTY RECORDER OR BY CHECKING THE BUILDING PERMIT APPLICATION AT THE BUILDING DEPARTMENT

Assessor's parcel No. 049-150-36

Dated 10/10 2008

at Bakersfield, CA

CITY AND STATE

Roger A. McIntosh

NAME OF CLAIMANT

AUTOGRAPH OF CLAIMANT OR AUTHORIZED AGENT AND TITLE

If Verification or Notarization is required in your state, please complete the reverse side of this form as well.

Wolcotts Forms, our resellers and agents make no representations or warranty, express or implied, as to the fitness of this form for any specific use or purpose. If you have any question, it is always best to consult a qualified attorney before using this or any legal document.

©2005 WOLCOTT'S FORMS, INC.



7 67775 01024 4
#1024 REV. 10-05

Exhibit 1

Page 72

VERIFICATION	
I, the undersigned, declare: I am the <u>Principal</u>	of <u>McIntosh & Associates</u>
<small>Title</small>	<small>NAME OF CLAIMANT</small>
the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant;	
I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.	
I declare under penalty of perjury under the laws of the State of <u>California</u> that the foregoing is true and correct.	
<u>10/10</u>	<u>2008</u>
<small>DATE</small>	<small>AUTOGRAPH OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE</small>

STATE OF CALIFORNIA

COUNTY OF KERN

On OCTOBER 10, 2008, before me, _____
KATHY BURDETTE, Notary Public, personally appeared
ROGER A. McINTOSH

personally known to me (or proved to me on this basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathy Burdette
SIGNATURE (Seal)



RECORDING REQUESTED BY AND RETURN TO:

Kings Drywall, Inc DBA: Kings
Construction Group
1175 Shaw Ave. #104-302
CLOVIS, CA 93612
USA

Telephone: (559) 834-3700

Fax: (559) 834-3766

APN # 525-571-48-5

James W. Fitch, Assessor-Recorder
Kern County Official Records

Recorded at the request of
Public

PATTI

11/03/2008

11:52 AM

DOC#: 0208172655



Stat Types: 1 Pages: 1

Fees	9.00
Taxes	0.00
Others	0.00
PAID	\$9.00

MECHANIC'S LIEN (PRIVATE WORK)

The undersigned claimant, Kings Drywall, Inc DBA: Kings Construction Group, hereby claims a mechanic's lien as follows:

The claimant's demand, after deducting all just credits and offsets, is the sum of \$6,160.00, including service charges or interest at the rate of 18.000% per annum, thereon from the dates of 09/10/2008 through 10/30/2008.

To the unpaid balance due of \$6,160.00, please add anticipated service charges, interest, court costs and attorney fees of 0.

The name of the owner(s) or reputed owner(s), if known, is: ENNIS HOMES, INC 643 N. WESTWOOD STREET, , PORTERVILLE, CA 93257.

The name of the person to whom claimant furnished the labor, services, equipment or materials to was ENNIS HOMES, INC, 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

The claimant furnished the following kinds of labor, services, equipment or materials: DRYWALL INSTALLATION.

The site at which the work of improvement was constructed is commonly known as the EAGLE RANCH TRACT#6056 project, located at 10905 TRENTADUE DRIVE, BAKERSFIELD, CA 93312, Assessors or Property Parcel Number: 525-571-48-5, in the County of KERN.

Specific contract information, if any, is attached.

Dated 10/31/2008 for claimant Kings Drywall, Inc DBA: Kings Construction Group, 1175 Shaw Ave. #104-302, CLOVIS, CA 93612

Prepared by: [Signature]
Sid Evans, President/Owner

VERIFICATION

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at CLOVIS, CA on 10/31/2008 for Kings Drywall, Inc DBA: Kings Construction Group.

Exhibit 1

Page 74

Exhibit "G"

Escrow No. 4219032-KH – Closed on October 31, 2008

Project: ARBOR PARK

Property: Lot 81 of LeParc, Unit II County Tract No. 788

1255 W. Muir Way
Hanford CA 93230

Escrow No.: 08-42109032-KH
Locate No.: CACTI7754-7754-4421-0042109032
Title No.: 08-42109032-CU

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 81 of LeParc, Unit II County Tract No. 788, in the City of Hanford, County of Kings, State of California, according to the map thereof recorded in Volume 21 at Page 11 of Licensed Surveyor Plats, Kings County Records.

APN: 008-620-008

Ennis Homes
All invoices are printed.

Invoices by Project by Job by Vendor

AP02081

10-29-2008

Vendor	Amount Original	Amount Paid	Amount Outstanding
003			
003-02-081			
BLANCUST Blanks Cstm Drywll & Pnt	5,716.80	.00	5,716.80
BLINECT Blinds Etc	1,334.49	.00	1,334.49
BMCWESTF BMC West Corp Frame	9,772.22	.00	9,772.22
BUILFLOO Builders Flooring	3,562.20	.00	3,562.20
CENTVLYO Central Valley Overhd Dr	365.00	.00	365.00
CLOVSTON Clovs Stn & Lndscp Suppl	465.00	.00	465.00
CUSTVENT Custom Vents	208.21	.00	208.21
FRIAMASO Friant Masonry, Inc	2,117.50	.00	2,117.50
FSDOOR F & S Shower Door	498.00	.00	498.00
GANGNAIL Gang Nail Truss Co Inc	3,133.12	3,133.12	.00
HANCITY City Of Hanford	16,658.13	16,658.13	.00
JAMECO James & Co Lighting	1,057.49	.00	1,057.49
JWESPLUM J Westcott Plumbing Inc	7,911.25	4,795.00	3,116.25
KENNICS Kennies ICS Inc	4,325.00	3,023.00	1,302.00
KENYPLAS Kenyon Plastering Inc	4,899.51	.00	4,899.51
KINCOTAX Kings County Tax Collectr	241.46	241.46	.00
LINKENTE LinkUs Enterprises Inc.	775.00	.00	775.00
NELSROOF Nelson Roofing Inc.	6,440.00	.00	6,440.00
ORTGCON Ortega Concrete Cnstrctn	12,968.76	8,237.28	4,731.48
PAVLELEC Pavletich Electric, Inc.	5,164.00	.00	5,164.00
PHILYOUN Phil Young Painting	3,020.84	.00	3,020.84
RAINSCAP Rainscape Inc	1,775.00	.00	1,775.00
RBCCLEAN R & B Construction Clnup	2,004.00	.00	2,004.00
RES-PEST Res-Com Pest Control	183.12	183.12	.00
RICHSAHA Richard Sahagun Constr	7,543.40	6,821.00	722.40
RIOSGENE Rios Generl Bldng Cntrct	1,846.00	.00	1,846.00
SACRBLDC Sacramento Bld Cabinets	5,030.00	.00	5,030.00
SACRBLDI Sacramento Bld Insulatn	2,353.00	912.60	1,440.40
SCEROSE S C E	42.92	.00	42.92
SCGUTI S C G	27.16	.00	27.16
SUMMPURT Summer Purtle	316.48	.00	316.48
VISAPIPE Visalia Pipe & Supply	845.88	.00	845.88
WHIRINC Whirlpool Inc	2,020.30	.00	2,020.30
WINDPLUS Windows Plus LLC	2,040.83	.00	2,040.83
Job Total	116,662.07*	44,004.71*	72,657.36*
Project Total:	116,662.07*	44,004.71*	72,657.36*
Report Totals:	116,662.07*	44,004.71*	72,657.36*



Doc Nbr: 0819161

Doc Type: 13

Titles: 01 Pages: 002

Fees: 11.00

Taxes: 0.00

Paid: \$11.00

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Howard S. Nevins, Esq.Kings County Clerk Recorder - 2720 10/09/2008
Ken Baird

02:09:29

*Apr 20 2011
Kings County Clerk Recorder
+21 09032
Open to
close
this month*

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE AND CLAIM OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that Whirlpool Corporation, a corporation, claims a lien upon the real property described below for labor, services, materials, and/or equipment; specifically, for appliances furnished by the claimant, pursuant to California Civil Code § 3110, Whirlpool Corporation, and actually used in the construction of that certain work of improvement now upon and located on the real property located in the County of Kings, State of California, and particularly described as follows:

1255 W. Muir Way (Lot 81)
Hanford, CA 93230

Said work of improvement as a whole and the whole of all said work of improvement and the land described above are sought to be charged with this lien.

The last known name and addresses of the owner of said real property are: ENNIS HOMES, INC., 643 N. WESTWOOD STREET, PORTERVILLE, CA 93257.

ENNIS HOMES, INC., is the name of the person to whom claimant furnished the labor, services, materials, and/or equipment, which said labor, services, materials, and/or equipment were actually used therein in the construction of said commercial buildings.

ENNIS HOMES, INC., was the contractor and person in charge of the work of improvement as a whole, and the work of improvement was made with the knowledge of and pursuant to the authority of ENNIS HOMES, INC.

The contract price of said labor, services, materials, and/or equipment was and is the sum of \$2,020.30, and said sum was and is the reasonable value thereof. There is now due, owing, and unpaid, the sum of \$2,020.30, after all adjustments, and after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law relative to mechanics' liens and works of improvements, to wit: Division 3 Title 15 of the Civil Code of the State of California.

Howard S. Nevins

Attorney for Claimant Whirlpool Corporation

2

VERIFICATION

I declare that I am the owner/officer/authorized representative of claimant named in the foregoing claim of lien, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read the claim of lien and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demand after deducting all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 8, 2008, at Sacramento, California.



Howard S. Nevins
Attorney for Claimant Whirlpool Corporation

END OF DOCUMENTExhibit 1Page 79



Doc Nbr: 0819353

Doc Type: 13

Titles: 01 Pages: 002

Fees: 14.00

Taxes: 0.00

Paid: \$14.00

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

Kings County Clerk Recorder - 2720 10/14/2008
Ken Baird 01:25:39

-928

AND WHEN RECORDED MAIL TO
Sacramento Building Products
P. O. BOX 815
WEST SACRAMENTO, CA 95691**Mechanic's Lien**The Undersigned, Sacramento Building Products Claimant, claims a mechanic's lien upon
(Name of person or firm as it appears on Mechanic's Lien)

the following described real property:

CITY OF: HANFORD County of: KINGS, State of California anddescribed as: ENNIS HOMES - ARBOR PARK, SEE ATTACHEDThe sum of: \$28,649.73 together with interest thereon at the rate of %18 percent per annum from
08/02/08 is due Claimant (after deducting all just credits and offsets) for the following labor, services,equipment and/or materials furnished by Claimant: INSULATION, CABINET, FIREPLACE

Claimant furnished the labor, services, equipment and/or materials at the request of, or under contract with:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

The name(s) and address(es) of the owners or reputed owners of the property is/are:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

Date: 10-9-2008

Name of Claimant: Sacramento Building Products

By:

Candice Kenney
Candice Kenney, Regional Credit Manager**VERIFICATION**

I, the undersigned, declare: I am the Credit Manager of the Claimant of the foregoing mechanic's lien; I am authorized to make this Verification. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/9/08 at Sacramento, CaliforniaCandice Kenney
Candice Kenney, for Sacramento Building Products

2

[illegible]

END OF DOCUMENT



Doc No: 0819831

Doc Type: 13

Title: 01 Pages: 002

Fees: 11.00

Taxes: 0.00

Paid: \$11.00

Kings County Clerk Recorder - 2728 10/22/2008
Ken Baird 02:11:41

F-031

This instrument was recorded at the
request of:
Asset Research Services, Inc.
PO Box 7562
Chandler, AZ 85248-7562

The recording official is directed to
return this instrument to the above

Space reserved for Recording
Information

MECHANIC'S LIEN (CLAIM OF LIEN)**KENYON PLASTERING INC**30520 ROAD 64,
VISALIA CA 93281-9557CLAIMANT**ENNIS HOMES INC**
643 N WESTWOOD ST
PORTERVILLE CA 93257-6930OWNER OR REPUTED OWNER

NOTICE IS HEREBY GIVEN that KENYON PLASTERING INC, claimant, claims a lien in compliance with the Civil
Code of the State of California.

The Nature of Improvements to be Charged with a Lien are described as STUCCO and were furnished in connection with
a project on the Subject Real Property we believe to be located at, and described as follows:

1255 W MIJER WAY, HANFORD, CA 93230-8598
LOT 81, ARBOR PARK, LE PARC UNIT II, COUNTY TRACT 788, AS PER MAP RECORDED JUNE 29, 2005
IN VOLUME 21 AT PAGE 11 OF LICENSED SURVEYOR PLATS, CITY OF HANFORD IN KINGS COUNTY,
State of California.

The amount due and remaining unpaid to claimant, after deducting all just credits and offsets is the sum of \$5,743.90, for
which demand has been made.

Claimant has furnished labor, materials, machinery, fixtures or tools in the construction, alteration or repair of the
buildings, other structures or above described improvements on Subject Real Property at the specific request of ENNIS
HOMES whose address is 643 N WESTWOOD ST, PORTERVILLE CA 93257-6930 whom Claimant reasonably believed
to be the lawful agent of ENNIS HOMES INC, Owner or Reputed Owners, whose address is 643 N WESTWOOD ST,
PORTERVILLE CA 93257-6930.

WHEREFORE Claimant demands a lien on Subject Real Property and all improvements thereon in the amount set forth
above, plus interest thereon at the maximum rate permitted by law and all reasonable expenses, costs and attorney's
fees incurred by Claimant in its efforts to collect the above amount, which amounts are justly due and owing, and in order
to fix this lien has made this Notice and Claim in two or more original copies, causing one to be filed in the Office of the
County Recorder of this County and causing others to be served upon Owner or Reputed Owners.

SIGNED October 20, 2008

KENYON PLASTERING INC


B Gauthier, Signature of Representative
for KENYON PLASTERING INC

2

VERIFICATION

I, B Gauthier, the undersigned, state: I am the Representative of the claimant named in the foregoing mechanic's lien; I have read said claim of mechanics lien and know the contents thereof, and I certify that the same is true of my own knowledge. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 20, 2008 at Chandler Arizona



B Gauthier, Signature of Representative
For KENYON PLASTERING INC

Doc#1198419 CA_LIEN Rws#2848

Batch#1185117114:29:021Y G_Copy

PREPARED FOR CLAIMANT BY: Asset Research
Services, Inc., PO Box 7582 Chandler, AZ 85246-7582
Voice: (480) 940-6290 (800) 783-9636

END OF DOCUMENT

Description: Kings, CA Document-Year.DocID 2008.19831 Page: 2 of 2
Order: 1 Comment:

Exhibit 1

Page 83

RECORDING REQUESTED BY
SLAKEY BROTHERS, INC.
AND WHEN RECORDED MAIL TO:



Doc Mbr: 0819949
Doc Type: 13

Titles: 01 Pages: 001
Fees: 11.00
Taxes: 0.00
Paid: \$11.00

Kings County Clerk Recorder - 2728 10/24/2008
Ken Baird 11:21:20

NAME: ATTN: GWYNETH DUNBAR
STREET ADDRESS: SLAKEY BROTHERS, INC.
PO BOX 15647
CITY & STATE: SACRAMENTO, CA 95852-9647

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN

The undersigned SLAKEY BROTHERS, INC.

(Name of person or firm claiming mechanic's lien. Contractors use name exactly as it appears on contractor's license.)

Claimant, claims a mechanic's lien upon the following described real property:

City of Hanford, County of Kings California,
Arbor Park Lots 81,83,85,107,109 11th & Fargo Street, Hanford, CA

General description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.

The sum of \$ 4,357.80 together with interest thereon

(Amount of debt due and unpaid)

at the rate of 13 percent per annum from September 26, 2008

(Date when balance became due)

Is due claimant (after deducting all just credits and offsets for the following work and materials furnished by claimant Heating, Plumbing &/or A/C Equipment & Supplies

(Insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with
J Westcott Plumbing 1850 S Docket Ave, Selma, CA 93662

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the property are Ennis Homes Inc 643 N Westwood,
Porterville, CA 93257

(Insert name of owner of real property. This can be obtained from the County Recorder or by checking the building permit application at the Building Department.)

Firm Name: SLAKEY BROTHERS, INC.

By: Gwyneth Dunbar
(Signature of claimant or authorized agent)
Gwyneth Dunbar

VERIFICATION

I, the undersigned, say I am the Credit Manager of

(President of, "Manager of," "Owner of," etc.)

the claimant of the foregoing mechanic's lien. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 22, 2008, at Elk Grove, California

(Date of Signature)

(City where signed)

Gwyneth Dunbar

Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.

Gwyneth Dunbar

END OF DOCUMENT



Doc Nbr: 0820066
Doc Type: 13

Title: 01 Pages: 001
Fee: 11.00
Tax: 0.00
Paid: \$11.00

RECORDING REQUESTED BY & MAIL TO:

NAME Erant Masonry, Inc.

STREET ADDRESS 48180 Rolling Oaks Drive
CITY, STATE & ZIP CODE Fresno, CA 93628

Kings County Clerk Recorder - 2728 10/27/2008
Ken Baird 11:38:19

STATE OF CALIFORNIA MECHANIC'S LIEN
(Claim of Lien - Civil Code Section 3094)

The undersigned, Erant Masonry, Inc.

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of Hanford, County of Kings, State of California and described as follows: 1255 W. Myr Way Hanford CA 93230 Arbor Park Lot 81

After deducting all just credits and offsets, the sum of \$ 2,117.50

together with interest thereon at the rate of 10 percent per annum from August 12, 2008 is due

Claimant for the following labor, services, equipment and/or materials furnished by Claimant:
Labor and materials for installation of masonry veneer

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:
Ennis Homes, Inc. 543 N. Westwood St. Porterville, CA 93257

Name of Claimant Erant Masonry, Inc.

Executed on 10-27-2008 at Fresno CA

by Marcy Lamphere

VERIFICATION

I, the undersigned, declare: I am the Office Manager of Erant Masonry, Inc.

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10-27-2008 at Fresno CA

By Marcy Lamphere

END OF DOCUMENT



Titles: 01 Pages: 002
Fees: 14.00
Taxes: 0.00
Paid: \$14.00

RECORDING REQUESTED BY

Doc Nbr: 0820211

Doc Type: 13

WHEN RECORDED MAIL TO

Kings County Clerk Recorder - 2720 10/29/2008
Ken Baird 02:13:05

Martin Bohigian
Arakelian, Inc. DBA
Builders Flooring
324 N. Minnewawa Ave.
Clovis, CA 93612

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDERS' USE

MECHANICS LIEN

The undersigned, **Arakelian, Inc. DBA Builders Flooring**, claimant
(name of person or firm claiming mechanics lien. Contractor use name exactly as it appears on the contractor license.)

claims a mechanics lien upon the following described real property:
City of Hanford, County of Kings, California
Arbor Park 2 lot 02031, 1255 W. Muir Way, Hanford, CA 93230 (general description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.)

The sum of **\$3562.20** together with interest thereon at the rate of 8.00
(Amount of Claim due and unpaid.)

percent per annum from **9/24/08** is due claimant (after deducting all just credits and offsets) for
(date when balance became due)

the following work and material furnished by claimant:

Flooring

(insert general description of the work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with
Ennis Homes (name of the person or firm who ordered or contract for the work or materials)

The owners or reputed owners of the property are: **Ennis Homes 643 N. WESTWOOD STREET
PORTERVILLE, CA 93257**
(Insert name of owner of real property. This can be obtained from the county recorder or by checking the building permit application at the building department.)

Firm Name **Arakelian, Inc. DBA Builders Flooring**

By: *M. Bohigian*
(Signature of claimant or authorized agent)
MARTIN BOHIGIAN

2

VERIFICATION

I, the undersigned, say I am the general manager of the claimant of the forgoing
(“President of”, “Manager of”, “A partner of”, “Owner of”, etc.)

mechanic's lien, I have read said claim of mechanic's lien and know the contents thereof: the
above is true of my own knowledge.

I declare under perjury that the forgoing is true and correct.

Executed on 12-29-08 at CLONIS California.
(Date of signature) (City where signed)

Martin Bouhlian
(Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.)
MARTIN BOUHLIAN

END OF DOCUMENT

Indemnity No.

Order No. 42109274-KH

Date

December 23, 2008

SPECIAL INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (hereinafter referred to as this "Agreement") is executed this 23rd. day of December, 2008, by ENNIS HOMES, INC. (hereinafter referred to as "INDEMNITOR") for the benefit of CHICAGO TITLE INSURANCE COMPANY, a corporation (hereinafter referred to as "COMPANY").

1. This Agreement covers any part, parcel, or subdivision of the real property (hereinafter referred to as the "Real Property") in the County of Tulare, State of California, described as

Lot 168 of Williams Ranch, Phase Four, in the City of Porterville, County of Tulare, State of California, according to the Map thereof recorded in Book 42, Page 35 of Maps, Tulare County Records. (Property located at 2174 W. Bel-Aire Court, Porterville CA 93257)

2. INDEMNITOR has requested the COMPANY to issue its policy(s) of title insurance insuring an interest in the Real Property without taking exception to the following matters:

Recorded mechanic's liens attached as **Exhibit "A"** and any subsequent recorded mechanic's liens affecting the herein-described properties, and

Outstanding invoices as per Invoices by Project by Job by Vendor list attached as **Exhibit "B"** and

Unsecured property taxes attached as **Exhibit "C"**.

3. INDEMNITOR (whether as owner of, part owner of, or having an interest in the Real Property or in a corporation, partnership, joint venture or other entity which is the owner of, part owner of, or has an interest in the Real Property, or otherwise) has an interest in the issuance of, and desires COMPANY from time to time to issue, policies of title insurance, or endorsements thereof, covering the Real Property or lots or portions thereof, insuring against loss which may be sustained by reason of the matters referred to in Paragraph 2, or without exception as to the matters referred to in Paragraph 2.

4. Nothing herein shall be construed as an obligation on the part of COMPANY to issue any of the policies or insurance mentioned in this Agreement. However, if COMPANY does issue any such policies or insurance or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies, then INDEMNITOR shall be deemed to have concurrently given the assurances and made the agreements herein set forth for the benefit of COMPANY.

5. In order to induce COMPANY to issue and in consideration of the issuance by COMPANY of such policies of title insurance and endorsements as it may be willing to issue, INDEMNITOR promises and agrees to hold harmless, protect and indemnify COMPANY from and against any and all liabilities, losses, damages, expenses, charges, and fees, including but not limited to attorneys' fees and expenses of litigation, which it may sustain, under each and every policy or policies of title insurance or endorsements thereof which it may at any time issue, resulting directly or indirectly from the matters referred to in Paragraph 2, and to pay all costs, expenses and attorneys' fees incurred in enforcement of this Agreement.

6. It is understood and agreed that COMPANY may rely upon this Agreement in issuing any policy, policies or endorsements covering all or any portion of the Real Property, whether or not INDEMNITOR is the person ordering the same, regardless of any change in ownership of the title to the Real Property or any portion thereof or any change in the nature of INDEMNITOR's interest in the same; that the issuance of any such policy or policies or endorsements in the manner desired by INDEMNITOR may cause COMPANY to deem it necessary or expedient for practical business reasons to issue other policies or endorsements covering the Real Property, without showing therein, as matters not insured against, the matters referred to in Paragraph 2; and therefore the obligations of INDEMNITOR hereunder shall not be limited to policies initially issued covering the Real Property or portions thereof but shall apply also to any policy or policies of title insurance subsequently issued covering the Real Property or portions thereof; provided, however, that INDEMNITOR may, at any time, deliver written notice to COMPANY of INDEMNITOR's election to exclude from the future application of this Agreement any of the Real Property upon which COMPANY has not issued a policy or endorsement in reliance upon this Agreement. INDEMNITOR's election shall be effective on the fifth (5th) business day following receipt by COMPANY of the above-referenced notice.

7. INDEMNITOR agrees that it is directly and primarily liable to COMPANY and that the obligations of INDEMNITOR hereunder are independent of the obligations of any other indemnitor or third party owing to COMPANY. If more than one person signs this Agreement as INDEMNITOR, the obligation hereunder shall be joint and several. INDEMNITOR agrees that any release which may be given by COMPANY to any other indemnitor or third party shall not release INDEMNITOR from the payment and performance of its obligations under this Agreement.

As a condition to the payment and performance by INDEMNITOR of its obligations under this Agreement, COMPANY shall not be required to, and INDEMNITOR hereby waives any and all rights to require COMPANY to prosecute or seek to enforce any remedies against any other indemnitor or third party, or with respect to any security interests, liens or encumbrances granted to COMPANY by any other indemnitor or third party. INDEMNITOR also agrees that its obligations under this Agreement shall not be impaired or affected by any modification, supplement, or amendment to any policy, policies or endorsements issued regarding the Real Property, nor by release or other alteration of any security pledged by any other indemnitor or third party, nor by any agreements or arrangements whatsoever with any other indemnitor or third party.

8. Without affecting any of INDEMNITOR's obligations owing to COMPANY under this Agreement, INDEMNITOR hereby agrees that COMPANY may elect, in its sole and absolute discretion, to retain legal counsel of its choice on behalf of COMPANY's Insureds in connection with any claims, disputes, demands, or actions made or arising in connection with the subject matter of this Indemnity or any policy or policies of title insurance or endorsements thereof issued covering the Real Property, and COMPANY may, in its sole and absolute discretion, settle or compromise any such claim, dispute, demand or action on such terms and in such a manner as COMPANY deems appropriate. COMPANY is under no obligation to accept INDEMNITOR's selection of counsel. At COMPANY's option it may suggest to its Insureds that counsel recommended by INDEMNITOR be retained for the defense of the Insureds. INDEMNITOR agrees to underwrite the fees, costs and expenses associated with the defense of the Insureds. Any counsel selected by the INDEMNITOR to represent COMPANY's Insureds must be acceptable to the Insureds and be independent counsel free of any conflict of interest.

9. INDEMNITOR is presently informed of the condition and status of the Real Property and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of liability of INDEMNITOR under this Agreement. INDEMNITOR hereby covenants that it will continue to keep itself informed of the condition and status of the Real Property, the status of other indemnitors, if any, and of all other circumstances which bear upon the risk of liability of INDEMNITOR under this Agreement. Absent a written request for such information by INDEMNITOR to COMPANY, INDEMNITOR hereby waives its right, if any, to require COMPANY to disclose to it any information which COMPANY may now or hereafter acquire concerning such condition or circumstances including, but not limited to, the release of or revocation by any other indemnitor.

10. INDEMNITOR hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by COMPANY, which, in any manner impairs, affects, reduces, releases, destroys and/or extinguishes INDEMNITOR's subrogation rights, reimbursement rights, and/or any other rights of INDEMNITOR to proceed against any other indemnitor or against any other third party or security. INDEMNITOR waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of default, notice of acceptance of this Agreement, and notices of the existence, creation, or issuance of any new or additional policy or policies of title insurance, and of endorsements thereof, regarding the Real Property, and all other notices or formalities to which INDEMNITOR may be entitled.

11. This Agreement shall be binding upon the successors and assigns of INDEMNITOR and shall inure to the benefit of COMPANY's successors and assigns. The death, the incapacity, the lack of authority, the disability, and/or the dissolution of INDEMNITOR or any other indemnitor shall not terminate or otherwise impair COMPANY's rights under this Agreement.

12. INDEMNITOR agrees that this agreement is not intended to give any benefits, rights, privileges, actions, or remedies to any person, partnership, firm, or corporation other than COMPANY and INDEMNITOR under any theory of law.

13. INDEMNITOR ACKNOWLEDGES THAT HE/IT IS EXECUTING THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY OR INDIRECTLY ACCRUING TO HE/IT BY REASON OF THE ISSUANCE OF THE SAID POLICIES.

In witness whereof the undersigned INDEMNITOR has executed this Agreement this 23rd day of December, 2008.

"INDEMNITOR"

Ennis Homes, Inc., a California Corporation

By _____
President and CEO

By _____
Vice-President and Secretary

DEPOSIT ACCOUNT RIDER TO SPECIAL INDEMNITY AGREEMENT

THIS DEPOSIT ACCOUNT RIDER (this "Rider"), dated December 23, 2008, is entered into between ENNIS HOMES, INC., a California Corporation, ("INDEMNITOR"), and CHICAGO TITLE INSURANCE COMPANY, a corporation,

(hereinafter referred to as "COMPANY") and is hereby made a part of and incorporated into that certain Special Indemnity Agreement (the "Agreement"), dated December 23, 2008, between INDEMNITOR and COMPANY.

The parties agree as follows:

1. All capitalized terms contained in this Rider shall have the same definition so set forth in the Agreement unless they are specifically defined in this Rider.

2. In addition to the provisions contained in the Agreement, and as security for the payment and performance by INDEMNITOR of any and all of its obligations under the Agreement, INDEMNITOR agrees to promptly deposit or cause to be deposited as collateral with COMPANY the sum of **\$109,562.11** and grants a security interest in the collateral (hereinafter referred to as the "Reserve"). The Reserve (including any interest received thereon) and any other sums held by COMPANY hereunder shall constitute a deposit which shall be held by COMPANY as security for the performance of any and all of the obligations of INDEMNITOR under this Agreement. INDEMNITOR hereby authorizes COMPANY, in its sole and absolute discretion, to use all or any portion or portions of the Reserve to pay or to reimburse itself for the payment of any sums which INDEMNITOR has agreed to pay or reimburse COMPANY for pursuant to the terms of the Agreement and which INDEMNITOR failed to promptly pay upon demand, or any sum which, in the discretion of COMPANY, it may be required to pay for the protection of COMPANY's insureds or itself. COMPANY is authorized to and agrees that it will promptly deposit the Reserve in a deposit account in the name of COMPANY with a financial institution selected by COMPANY in its sole and absolute discretion. INDEMNITOR hereby assigns to COMPANY the account so established and all of its rights therein, which account shall be the property of COMPANY only. COMPANY agrees, however, to hold, use and disburse said account and the funds represented thereby only under the provisions of the Agreement and this Rider.

Any interest received by COMPANY on funds so deposited shall be deemed to be included in the Reserve held by COMPANY under this Rider. COMPANY, in its sole and absolute discretion, may use or may distribute to INDEMNITOR any such interest without impairing any of the obligations of INDEMNITOR under the Agreement. COMPANY shall have no obligation to collect interest on the Reserve or to see to the payment or crediting thereof, nor any responsibility or

liability for the Reserve or any interest thereon in the event of any failure or refusal or inability of the financial institution to repay the amount represented by the deposit account or any portion thereof. At such time as all obligations of INDEMNITOR under the Agreement have been fully performed and the title to the Real Property is free of the effect of the matters referred to in Paragraph 2 of the Agreement and of any claim based thereon or resulting therefrom, and COMPANY has no unsatisfied claim against it which is indemnified against by INDEMNITOR pursuant to the Agreement, COMPANY agrees that it will repay to INDEMNITOR the amount of the Reserve and any other deposits received by COMPANY from INDEMNITOR less any sums properly expended by or owing to COMPANY under the provisions of the Agreement. COMPANY shall not be obligated to resort to the Reserve before enforcing any obligations of INDEMNITOR under the Agreement, but shall, notwithstanding its holding of the Reserve, have the right to enforce the obligations of INDEMNITOR by any lawful means without first resorting to the Reserve in the same manner and to the same extent as if no security for such obligations were held by COMPANY.

3. Any one or more of the following events shall constitute an event of default by INDEMNITOR under this Rider:

(A) If INDEMNITOR fails to pay when due and payable or on the date when declared due and payable, any of its obligations owing to COMPANY under the Agreement or this Rider; or

(B) If INDEMNITOR fails or neglects to perform, keep or observe any term, provision, condition, covenant, agreement, warranty or representation contained in the Agreement, this Rider, or any other present or future agreement between INDEMNITOR and COMPANY.

4. Upon the occurrence of an event of default by INDEMNITOR under the Agreement or this Rider, COMPANY may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by INDEMNITOR:

(A) Declare INDEMNITOR's obligations, arising under the Agreement or otherwise immediately due and payable;

(B) Cease issuing policies of title insurance covering the Real Property.

5. COMPANY's rights and remedies under this Rider and all other agreements shall be cumulative. COMPANY shall have all other rights and remedies not inconsistent herewith as are provided by law or in equity. No exercise by COMPANY of one right or remedy shall be deemed an election, and no waiver by COMPANY of any default on INDEMNITOR's part shall be deemed a continuing waiver. No delay by COMPANY shall constitute a waiver, election or acquiescence by it.

IN WITNESS WHEREOF, the parties thereto have caused this Rider to be executed as of the date first hereinabove written.

“INDEMNITOR”

Ennis Homes, Inc., a California Corporation

By _____
President and CEO

By _____
Vice-President and Secretary

EXHIBIT "A"

RECORDED MECHANIC'S LIENS

RECORDING REQUESTED BY

Sacramento Building Products, Inc.

AND WHEN RECORDED MAIL TO
Sacramento Building Products
P. O. BOX 815
WEST SACRAMENTO, CA 95691

2008-0069618

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 29.00

38:01AM 15-Oct-2008 DR
Page 1 of 4**Mechanic's Lien**The Undersigned, Sacramento Building Products Claimant, claims a mechanic's lien upon
(Name of person or firm as it appears on Mechanic's Lien)

the following described real property:

City of: DINUBA, PORTERVILLE, TULARE, VISALIA County of: TULARE, State of California anddescribed as: ENNIS HOMES - SEE ATTACHEDThe sum of: \$138,800.97 together with interest thereon at the rate of %18 percent per annum from06/19/08 is due Claimant (after deducting all just credits and offsets) for the following labor, services,equipment and/or materials furnished by Claimant: INSULATION, CABINET, FIREPLACE, GUTTER

Claimant furnished the labor, services, equipment and/or materials at the request of, or under contract with:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

The name(s) and address(es) of the owners or reputed owners of the property is/are:

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

Date: 10-9-2008

Name of Claimant: Sacramento Building Products

By:

Candice Kenney, Regional Credit Manager**VERIFICATION**

I, the undersigned, declare: I am the Credit Manager of the Claimant of the foregoing mechanic's lien; I am authorized to make this Verification. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/9/08 at Sacramento, California
Candice Kenney, for Sacramento Building ProductsExhibit 2Page 96

INV #	COMMUNITY	AMOUNT DUE
PARKSIDE VILLAGE, DINUBA		
447608L	1677 EL PASO AVE, DINUBA	\$ 794.04
44674CD	1677 EL PASO AVE, DINUBA	\$ 953.81
44674CI	1677 EL PASO AVE, DINUBA	\$ 2,384.53
44674CP	1677 EL PASO AVE, DINUBA	\$ 106.62
63971BL	1503 EL PASO AVE, DINUBA	\$ 340.56
63971BT	1503 EL PASO AVE, DINUBA	\$ 613.00
63972BL	1519 EL PASO AVE, DINUBA	\$ 503.43
63972BT	1519 EL PASO AVE, DINUBA	\$ 764.87
63973BT	1504 SAN ANTONIA AVE, DINUBA	\$ 567.83
63973BL	1504 SAN ANTONIA AVE, DINUBA	\$ 374.41
62572CD	1504 SAN ANTONIA AVE, DINUBA	\$ 562.16
62572CI	1504 SAN ANTONIA AVE, DINUBA	\$ 1,405.39
62572CP	1504 SAN ANTONIA AVE, DINUBA	\$ 839.99
63974B2	1564 SAN ANTONIA AVE, DINUBA	\$ 337.15
63964CP	1564 SAN ANTONIA AVE, DINUBA	\$ 842.83
67795FI	1623 EL PASO AVE, DINUBA	\$ 630.43
THE RANCH, PORTERVILLE		
47184B2	4441 WEST PROSPECT, VISALIA	\$ 454.41
47184BL	4441 WEST PROSPECT, VISALIA	\$ 757.28
45322CD	4441 WEST PROSPECT, VISALIA	\$ 1,488.52
45322CI	4441 WEST PROSPECT, VISALIA	\$ 5,954.07
45322CP	4441 WEST PROSPECT, VISALIA	\$ 2,203.24
WILLIAMS RANCH, PORTERVILLE		
63557BL	945 N. SILVER MAPLE ST., PORTERVILLE	\$ 792.51
66631BL	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 777.22
66631BT	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,183.03
65118CD	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,211.15
65118CI	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 3,290.89
65118CP	935 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,809.59
67045BT	966 N. RED OAK ST., PORTERVILLE	\$ 1,049.70
66635BL	2174 W. BEL AIR COURT, PORTERVILLE	\$ 721.44
66635BT	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,093.33
65117CD	2174 W. BEL AIR COURT, PORTERVILLE	\$ 1,143.82
65117CI	2174 W. BEL AIR COURT, PORTERVILLE	\$ 2,859.55
66636BL	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 634.51
66636BT	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 949.89
64533CD	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 626.50
64533CI	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 1,856.70
64533CP	944 N. SILVER MAPLE ST, PORTERVILLE	\$ 936.05
MADISON CROSSING, VISALIA		
66178BT	2641 N. MENDONCA ST, VISALIA	\$ 865.32
63693CD	2641 N. MENDONCA ST, VISALIA	\$ 840.29
63693CI	2641 N. MENDONCA ST, VISALIA	\$ 2,100.72
63693CP	2641 N. MENDONCA ST, VISALIA	\$ 1,248.78
66178BL	2641 N. MENDONCA ST, VISALIA	\$ 567.46
62568CD	3450 W. LARK AVE, VISALIA	\$ 1,209.27
62568CI	3450 W. LARK AVE, VISALIA	\$ 2,888.80
62568CP	3450 W. LARK AVE, VISALIA	\$ 1,716.68

RECORDING REQUESTED BY

VIKING READY MIX, INC.

AND WHEN RECORDED MAIL TO :

Name VIKING READY MIX, INC.
 Street
 Address P.O. BOX 9129
 City &
 State FRESNO CA 93790

10/10
 July 13
 Cont

2008-0071131

Recorded
 Official Records
 County of
 Tulare
 GREGORY B. HARDCASTLE
 Clerk Recorder

REC FEE 10.00

CONFORMED COPY 1.00
 LIEN NOTICE 13.00

08:01AM 22-Oct-2008 RS
 Page 1 of 1

:PACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN

The undersigned VIKING READY MIX, INC.
(Name of person or firm claiming mechanic's lien. Contractors use name exactly as it appears on contractor's license.)

Claimant, claims a mechanic's lien upon the following described real property:

City of PORTERVILLE, County of TULARE California,

WILLIAMS RANCH (LOT 168)

General description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.

The sum of \$ 6,235.53 together with interest thereon
(amount of claim due and unpaid)

at the rate of 10 percent per annum from October 10, 2008
(Date when balance became due)

is due claimant (after deducting all just credits and offsets for the following work and materials furnished

by claimant DELIVERY OF READY MIX CONCRETE AND RELATED MATERIALS
(insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

EMET CONSTRUCTION (A19976081)

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the property are ENNIS HOMESATTN: BRIAN ENNIS 643 N. WESTWOOD, PORTERVILLE, CA. 93257

(insert name of owner of real property. This can be obtained from the County Recorder or by checking the building permit application at the Building Department)

Firm Name VIKING READY MIX, INC.By: Rodney Gonzales

(Signature of claimant or authorized agent)

VERIFICATION

RODNEY GONZALESI, the undersigned, say I am the CREDIT MANAGER

"President of," "Manager of," "A partner of," "Owner of," etc.

The claimant of the foregoing mechanic's lien. I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 10, 2008 at FRESNO California
(Date of Signature) (City where signed)

VIKING READY MIX

Rodney Gonzales
Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.
RODNEY GONZALES, CREDIT MANAGER

This document is only a general form which may be proper use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transactions.

FORM D

Exhibit 2Page 98



2008-0071558

Recorded at the request of
and to be returned to:

MORTON & BROWN PLUMBING, INC.
1810 INYO, POB 1107, DELANO CA 93216

copy

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 13.00
CONFORMED COPY 1.00

25

MECHANIC'S LIEN
(California Civil Code §3084)

11:51AM 23-Oct-2008 RS
Page 1 of 2

Claimant,

MORTON & BROWN PLUMBING
1810 INYO/POB 1107
DELANO CA 93216

hereby claims a mechanic's lien as follows:

1. Claimant's demand, after deducting all just credits and offsets, is **\$8,900.00**,

plus interest at the rate of **24%** per annum

from **OCTOBER 22, 2008**

(Date balance became due)

2. The name of the owner or reputed owner, if known, is:

ENNIS HOMES, INC.

3. Claimant furnished the following kinds of labor, services, equipment or materials:

PLUMBING MATERIAL AND LABOR

4. Said labor, services, equipment or materials were performed or furnished at:

2174 W. BEL-AIRE COURT (LOT 168)

PORTERVILLE CA 93257

(Description of location sufficient for identification)

5. The name of the person by whom the Claimant was employed or to whom the Claimant furnished the labor, services, equipment or materials is:

ENNIS HOMES, INC.

Exhibit

2

Page

99

Dated: 10/23/08

MORTON & BROWN PLUMBING
(Claimant)

By: Michael E Brown
(Signature)

MICHAEL E. BROWN, PRESIDENT
(Print or Type Name/Title)

VERIFICATION

I, the undersigned, say: I am the

PRESIDENT
(Title)

of the claimant of the foregoing mechanic's lien; I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 23, 2008,

at Tulare, California
(Name of city where signed).

Michael E Brown
(Personal signature of person providing the verification)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

) ss

County of _____)

On _____, 200__ before me, _____, [name of notary] Notary Public, personally appeared _____, [name(s) of signer(s)] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature : _____ (Seal)



2008-0072903

Recorded REC FEE 10.00
 Official Records
 County of COPY - RECORDER 3.00
 Tulare
 GREGORY B. HARDCASTLE
 Clerk Recorder
 02:10PM 30-Oct-2008 DJF
 Page 1 of 1

RECORDING REQUESTED BY & MAIL TO:

NAME Fenceworks, Inc.
 STREET ADDRESS 4750 Burr Street, Suite B
 CITY, STATE & ZIP CODE Bakersfield, CA 93308

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA MECHANIC'S LIEN

(Claim of Lien)

The undersigned, Fenceworks

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Tulare, State of California, and described as follows:

"Williams Ranch" project, Porterville, CA2174 W. Bel-Aire Court, Lot:168, Phase: 04

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED. ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 2,775.95

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 12 per cent per annum from October 22, 2008, is due
 (DATE WHEN AMOUNT OF CLAIM BECAME DUE)
 claimant for the following labor, services, equipment and/or materials furnished by Claimant:

Fence Material and Labor

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.

643 N. Westwood Street, Porterville, CA 93257

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Ennis Homes643 N. Westwood Street, Porterville, CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant FenceworksBy David Hall David Hall - Assoc. Manager

VERIFICATION

I, the undersigned, declare: I am the Assoc. Mgr. of Fenceworks

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 28, 2008

(DATE OF SIGNATURE)

(SIGNATURE OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

6. DO NOT USE THIS FORM FOR A FIDELITY AND BOND OR OTHER FINANCIAL CHARGES ARE APPROPRIATE AND NECESSARY TO YOUR PARTICIPATION IN THE TRANSACTION. CONSULT WITH YOUR ATTORNEY IF YOU DOUBT THE FORM'S FITNESS FOR YOUR USE AND USE www.TheContractorsGroup.com FOR ANY REPRESENTATION OF LIABILITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE.

Submit 2Page 101

RECORDING REQUESTED BY

BMC West Corp.
1330 N MAPLE AVE
FRESNO, CA 93703

AND WHEN RECORDED MAIL TO:

BMC West Corp.
1330 N. Maple Ave.
Fresno, CA 93703



2008-0074143

Recorded
Official Records
County of
Tulare
GREGORY B. HARCASLE
Clerk Recorder

REC FEE 10.00

08:01AM 05-Nov-2008 DJF
Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned BMC West Corp.

(Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license)

Claimant claims a mechanics' lien upon the following described real property:

City of Porterville, County of Tulare, California,Williams Ranch Lot 4168

(General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.)

2174 W. Bol-Aire Ct.Porterville, CA.The sum of \$ 4939.35 together with interest thereon

(Amount of claim due and unpaid)

at the rate of 18 percent per annum from08-10-08

(Date when balance became due)

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant LUMBER/BUILDING MATERIALS/LABOR

(Insert general description of work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract with

ENNIS HOMES 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the real property or leasehold interest are

ENNIS HOMES, 643 N WESTWOOD STREET, PORTERVILLE, CA 93257

(Insert name of owner of real property. This can be obtained from the County Recorder)

Firm Name BMC West Corp.By: C. Johnson

(Signature of claimant or authorized agent)

Chris Johnson

VERIFICATION

I, the undersigned, say: I am the ADMINISTRATIVE MANAGER OF

(President of, "Manager of," "A partner of," "Owner of," etc.)

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/3/08

(Date of Signature)

at FRESNO

(City Where Signed)

California:

(Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true)

Chris Johnson



2008-0080085

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE 10.00

12:19PM 20-Nov-2008 NB Page 1 of 1

RECORDING REQUESTED BY & MAIL TO:

NAME Anchor Lighting Inc.

STREET
ADDRESS 2375 East Tulare Ave.CITY, STATE
& ZIP CODE Tulare, CA 93275

Space above this line for Recorder's use

STATE OF CALIFORNIA MECHANIC'S LIEN
(Claim of Lien - Civil Code Section 3084)

The undersigned, Anchor Lighting Inc.

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of Porterville, County of Tulare, State of California and

Williams Ranch Project: 935 N Silver Maple PO#224424 Porterville CA 93257; 935 N

Silver Maple PO#224423 Porterville CA 93257; 944 N Silver Maple PO#224588

Porterville CA 93257; 944 N Silver Maple PO#224589 Porterville CA 93257; 2174 W

described as follows: BelAire PO#224514 Porterville CA 93257; 2174 W BelAir PO#224515 Porterville 93257

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED.
ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 2978.04

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 10 percent per annum from 07/25/08 is due

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Claimant for the following labor, services, equipment and/or materials furnished by Claimant:

Supply of lighting.

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Ennis Homes, Inc.; Brian Ennis

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

Ennis Homes Inc. 643 N. Westwood St. Porterville CA 93257

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant Anchor Lighting Inc.Executed on 11/19/08 at Tulare Countyby Charlie Boghosian

(PRINT NAME)

(SIGNATURE)

VERIFICATION

I, the undersigned, declare: I am the President of Anchor Lighting Inc.

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/19/08 at Tulare County, California

(DATE)

CITY AND STATE WHERE SIGNED AND VERIFIED

By Charlie Boghosian

(PRINT NAME)

(SIGNATURE)

10f6



2008-0080601

Recorded		REC FEE	10.00
Official Records			
County of			
Tulare			
GREGORY B. HARDCASTLE			
Clerk Recorder			
		PB	
08:01AM 24-Nov-2008		Page 1 of 1	

RECORDING REQUESTED BY AND RETURN TO:

File: 455371 APN:
Heating & Cooling Supply, LLC
Alicia Deguzman
1669 Brandywine Ave., Suite A
Chula Vista, CA 91911
Phone: 619-626-8885
Fax: 619-421-0980

MECHANIC'S LIEN
(California Civil Code § 3084)

The undersigned claimant, Heating & Cooling Supply, LLC, hereby claims a mechanic's lien as follows:

The claimant's demand, after deducting all just credits and offsets, is the sum of \$3,393.97, including service charges or interest at the rate of 18.00% per annum, thereon from until the amount owing is paid in full.

The name of the owner(s) or reputed owner(s), if known, is: ENNIS HOMES INC., 643 N WESTWOOD ST. PORTERVILLE, CA 93257.

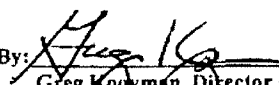
The name of the person to whom claimant furnished the labor, services, equipment or materials to was QUALITY AIR, 4491 S. K STREET, TULARE, CA 93274.

The claimant furnished the following kinds of labor, services, equipment or materials: Heating & Cooling Materials.

The site at which the work of improvement was constructed is commonly known as the WILLIAMS RANCH #4 project, located at LOTS 127-185, N. SILVER MAPLE STREET, W. THETA AVE, PORTERVILLE, CA 93257, in the County of TULARE.

The specific contract information is for Our Job/Invoice 49174.

Dated: 11/13/2008

By: 
Greg Kooyman, Director of Credit
Heating & Cooling Supply, LLC

VERIFICATION

I declare that I, Greg Kooyman, Director of Credit, am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge declare under penalty of perjury that the foregoing is true and correct. Executed at Chula Vista, CA on 11/13/2008 for Heating & Cooling Supply, LLC.

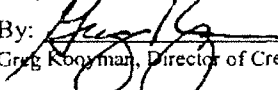
By: 
Greg Kooyman, Director of Credit

EXHIBIT "B"

Ennis Homes

Invoices by Project by Job by Vendor

12-04-2008

Only Open invoices are printed.

Vendor	Amount Original	Amount Paid	Amount Outstanding
030			
030-04-168 Close Date			
ANCHLIGH Anchor Lighting	1,239.24	.00	1,239.24 --
BLANGUST Blanks Cstm Drywall & Pnt	6,691.25	.00	6,691.25 --
BLPAINT Bill Slatten Painting	3,240.72	.00	3,240.72 --
BMCWESTF BMC West Corp Frame	4,939.35	.00	4,939.35 --
CENTVLYO Central Valley Overhd Dr	635.00	.00	635.00 --
COULTERS Coulters Of Ptrrvil, Inc	3,511.65	.00	3,511.65 --
ENETCONS Enet Construction Inc	17,223.40	.00	17,223.40 --
FENCEWOR Fenceworks Inc	2,775.95	.00	2,775.95 --
FSDOOR F & S Shower Door	1,026.00	.00	1,026.00 --
GANGNAIL Gang Nail Truss Co Inc	4,370.42	.00	4,370.42 --
HUDSTILE Hudson Tile Inc.	1,600.00	.00	1,600.00 --
KEITHBRO Keith Brown Bldng Matrls	7,029.72	.00	7,029.72 --
LINKENTE LinkUs Enterprises Inc.	575.00	.00	575.00 --
LOUITHOM Louis Thompson Excavatr	350.00	.00	350.00 --
MASTGARD Master Gardens Landscape	2,300.00	.00	2,300.00 --
MORTBROW Horton & Brwn Plmbng Inc	7,435.48	.00	7,435.48 --
NELSR00F Nelson Roofing Inc.	8,540.00	.00	8,540.00 --
PERFECTI Perfection Iron	550.00	.00	550.00 --
PORCITY City Of Porterville	35.14	.00	35.14 --
PRECTILE Precision Tile Works	6,620.00	.00	6,620.00 --
QUALAIR Quality Air	5,556.27	3,830.61	1,725.66 --
RBCCLEAN R & B Construction Clnup	2,150.08	.00	2,150.08 --
RES-PEST Res-Com Pest Control	230.16	.00	230.16 --
SACRBLOC Sacramento Bld Cabinets	5,705.00	.00	5,705.00 --
SACRBLOI Sacramento Bld Insulatn	1,793.84	.00	1,793.84 --
SCEROSE S C E	34.96	.00	34.96 --
SCGUTI S C G	36.81	.00	36.81 --
STARELEC Star Electric Inc	4,809.00	.00	4,809.00 --
SUMMPURT Summer Purtle	372.64	.00	372.64 --
TRIVALLE Tri Valley Plastrng Inc.	6,967.97	.00	6,967.97 --
TUCOTAX Tulare Co Tax Collector	299.52	.00	299.52 --
VISACOUN Visal Cntr Top Desgn Inc	384.00	.00	384.00 --
VISAPIPE Visalia Pipe & Supply	853.77	.00	853.77 --
WINDPLUS Windows Plus LLC	2,741.96	.00	2,741.96 --
XAVISAKA Xavier Sahagun Constrctn	8,853.00	.00	8,853.00 --
Job Total	121,477.30*	3,830.61*	117,646.69*
Project Total:	121,477.30*	3,830.61*	117,646.69*
Report Totals:	121,477.30*	3,830.61*	117,646.69*

EXHIBIT "C"

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-177-341
Amount: \$117.17
Recorded: November 18, 2008, Instrument No. 2008-0079384, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-177-342
Amount: \$96.92
Recorded: November 18, 2008, Instrument No. 2008-0079385, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-177-608
Amount: \$93.93
Recorded: November 18, 2008, Instrument No. 2008-0079389, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-177-883
Amount: \$153.42
Recorded: November 18, 2008, Instrument No. 2008-0079395, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes, Inc.
County
Identification
Number: 990-177-283
Amount: \$191.68
Recorded: November 18, 2008, Instrument No. 2008-0079380, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes, Inc.
County
Identification
Number: 990-177-284
Amount: \$110.76
Recorded: November 18, 2008, Instrument No. 2008-0079381, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-177-322
Amount: \$302.23
Recorded: November 18, 2008, Instrument No. 2008-0079382, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-177-329
Amount: \$90.17
Recorded: November 18, 2008, Instrument No. 2008-0079383, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-178-633
Amount: \$795.01
Recorded: November 18, 2008, Instrument No. 2008-0079405, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-178-634
Amount: \$141.92
Recorded: November 18, 2008, Instrument No. 2008-0079406, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes, Inc.
County
Identification
Number: 990-179-261
Amount: \$163.61
Recorded: November 18, 2008, Instrument No. 2008-0079420, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County
Identification
Number: 990-181-225
Amount: \$158.35
Recorded: November 18, 2008, Instrument No. 2008-0079438, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County Identification Number: 800-230-124
Amount: \$17,861.30
Recorded: November 18, 2008, Instrument No. 2008-0077083, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Alexander Capital Corporation, Lessee: Ennis Homes Inc.
County Identification Number: 810-014-393
Amount: \$340.47
Recorded: November 18, 2008, Instrument No. 2008-0078736, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County Identification Number: 990-177-282
Amount: \$115.89
Recorded: November 18, 2008, Instrument No. 2008-0079379, of Official Records

A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
Fiscal Year: 2008-2009
Taxpayer: Ennis Homes Inc.
County Identification Number: 990-181-307
Amount: \$107.02
Recorded: November 18, 2008, Instrument No. 2008-0079439, of Official Records